

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HICKEY FREEMAN TAILORED CLOTHING,
INC.,

Plaintiff,

v.

Case No. 17 Civ 5754

CHARGEURS, S.A., LAINIÉRE DE (KPF)
PICARDIE BC SAS, LAINIÉRE DE
PICARDIE INC., LAINIÉRE DE
PICARDIE (WUJIANG) TEXTILES CO.
LTD., AND VERATEX LINING LTD.,

Defendants.

CONTINUED

30(b)(6) DEPOSITION of VANESSA DEFAIT

VOLUME II

June 19, 2018

New York, New York

Reported by:

Robin LaFemina

JOB NO. 21844

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| <p style="text-align: right;">Page 170</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5 June 19, 2018</p> <p>6 9:14 a.m.</p> <p>7</p> <p>8 RULE 30(b)(6) CONTINUED DEPOSITION</p> <p>9 of CHARGEURS, S.A., by VANESSA DEFAIT, held</p> <p>10 at the offices of Loeb & Loeb LLP, 345 Park</p> <p>11 Avenue, New York, New York, before Robin</p> <p>12 LaFemina, a Registered Professional Reporter,</p> <p>13 Certified LiveNote Reporter and Notary</p> <p>14 Public within and for the State of New York.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 172</p> <p>1</p> <p>2 A P P E A R A N C E S (C'td.)</p> <p>3</p> <p>4 FOR DEFENDANTS CHARGEURS S.A., LAINIÈRE DE</p> <p>5 PICARDIE BC SAS, LAINIÈRE DE PICARDIE INC.:</p> <p>6 FOX ROTHSCHILD, LLP</p> <p>7 2000 Market Street - 20th Floor</p> <p>8 Philadelphia, Pennsylvania 19103-3222</p> <p>9 BY: WILLIAM STASSEN, ESQ.</p> <p>10 TELEPHONE: 215.299.2000</p> <p>11 EMAIL: wstassen@foxrothschild.com</p> <p>12</p> <p>13 FOR DEFENDANTS VERATEX LINING LTD.:</p> <p>14 WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER, LLP</p> <p>15 BY: ERIC NIEDERER, ESQ.</p> <p>16 1010 Washington Boulevard</p> <p>17 Stamford, Connecticut 06901</p> <p>18 TELEPHONE: 203-388-9100</p> <p>19 EMAIL: eric.niederer@wilsonelser.com</p> <p>20</p> <p>21 ALSO PRESENT:</p> <p>22 ERIC HEUBERGER, French Interpreter</p> <p>23</p> <p>24</p> <p>25</p> |
| <p style="text-align: right;">Page 171</p> <p>1</p> <p>2 A P P E A R A N C E S</p> <p>3</p> <p>4 FOR PLAINTIFF:</p> <p>5 LOEB & LOEB LLP</p> <p>6 BY: FRANK D. D'ANGELO, ESQ.</p> <p>7 345 Park Avenue</p> <p>8 New York, New York 10154-1895</p> <p>9 TELEPHONE: 212-407-4189</p> <p>10 EMAIL: fdangelo@loeb.com</p> <p>11</p> <p>12 FOR DEFENDANTS CHARGEURS S.A., LAINIÈRE DE</p> <p>13 PICARDIE BC SAS, LAINIÈRE DE PICARDIE INC.:</p> <p>14 FOX ROTHSCHILD, LLP</p> <p>15 BY: CAROLINE A. MORGAN, ESQ.</p> <p>16 101 Park Avenue, Suite 1700</p> <p>17 New York, New York 10178</p> <p>18 TELEPHONE: 212-878-7900</p> <p>19 EMAIL: cmorgan@foxrothschild.com</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 173</p> <p>1</p> <p>2 ERIC HEUBERGER,</p> <p>3 recalled as a French Interpreter,</p> <p>4 having been previously duly sworn by</p> <p>5 Robin LaFemina, a Notary Public within</p> <p>6 and for the State of New York,</p> <p>7 translated as follows:</p> <p>8 VANESSA DEFAIT,</p> <p>9 recalled as a Witness, having been</p> <p>10 previously duly sworn by Robin LaFemina,</p> <p>11 a Notary Public within and for the</p> <p>12 State of New York, was examined and</p> <p>13 testified as follows:</p> <p>14 EXAMINATION BY</p> <p>15 MR. D'ANGELO:</p> <p>16 Q. Good morning, Ms. Defait. How</p> <p>17 are you?</p> <p>18 A. I'm doing well. Thank you.</p> <p>19 Q. You understand you're still</p> <p>20 under oath; is that correct?</p> <p>21 A. Correct. That's right. I</p> <p>22 understand.</p> <p>23 Q. Ms. Defait, did you do any</p> <p>24 additional preparation for your deposition</p> <p>25 in between the time when we broke last night</p> |

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| <p>1 Defait</p> <p>2 and this morning?</p> <p>3 A. Yes, I did.</p> <p>4 Q. And what did that consist of?</p> <p>5 A. I checked the -- I verified the</p> <p>6 by-laws of Fitexin and of Chargeurs Entoilage</p> <p>7 and also I made sure that in order to make</p> <p>8 sure that the statements that I made yesterday</p> <p>9 were exact, I also spoke with my lawyer and</p> <p>10 I also called Francois Rousseau.</p> <p>11 Q. And why did you check the</p> <p>12 by-laws of Fitexin and Chargeurs Entoilage?</p> <p>13 A. I wanted to make sure that the</p> <p>14 statements that I made yesterday were exact</p> <p>15 and that I hadn't made any mistakes</p> <p>16 concerning the appointment of Angela Chan or</p> <p>17 her revocation by the supervisory board.</p> <p>18 Q. And how long did you speak</p> <p>19 with -- excuse me. And why did you call</p> <p>20 Mr. Rousseau?</p> <p>21 A. Solely to make sure that no one</p> <p>22 from Chargeurs, S.A. was present at a</p> <p>23 presentation that he made -- that he gave.</p> <p>24 It was a presentation by the international</p> <p>25 association and I think the last two letters</p> | <p>1 Defait</p> <p>2 Q. Anyone else participate in that</p> <p>3 call or meeting besides you and Ms. Morgan</p> <p>4 and/or Mr. Stassen?</p> <p>5 A. No.</p> <p>6 Q. I think yesterday there was some</p> <p>7 discussion regarding a supervisory board for</p> <p>8 Chargeurs Entoilage that has a representative</p> <p>9 of Chargeurs, S.A. and a representative of</p> <p>10 Chargeurs Boissy on that supervisory board.</p> <p>11 Do you remember that?</p> <p>12 A. Yes.</p> <p>13 Q. Does Fitexin have a supervisory</p> <p>14 board?</p> <p>15 A. Yes.</p> <p>16 Q. And what does that supervisory</p> <p>17 board do?</p> <p>18 A. The supervisory board of Fitexin</p> <p>19 has pretty much the same role as the</p> <p>20 supervisory board of Chargeurs Entoilage.</p> <p>21 It deals with certain specific questions and</p> <p>22 there are certain conditions, the president</p> <p>23 of Fitexin, for example, has to refer to</p> <p>24 the -- defer to the supervisory board of</p> <p>25 Fitexin before taking certain decisions, and</p> |
| Page 175 | Page 177 |
| <p>1 Defait</p> <p>2 of the acronym are CD.</p> <p>3 Q. And was anyone from Chargeurs,</p> <p>4 S.A. at that presentation besides or other</p> <p>5 than Mr. Rousseau?</p> <p>6 A. He confirmed to me what I</p> <p>7 already supposed, which was that there was</p> <p>8 no one from Chargeurs, S.A. at the event.</p> <p>9 Q. Did anyone from Chargeurs, S.A.</p> <p>10 help Mr. Rousseau prepare that presentation?</p> <p>11 A. No. Not to my knowledge.</p> <p>12 Q. And without disclosing the</p> <p>13 substance of the conversations with your</p> <p>14 lawyers, why did you speak with them?</p> <p>15 MS. MORGAN: I'll object to that</p> <p>16 question and direct you not to answer</p> <p>17 because it relates to -- I think that</p> <p>18 gets into the discussions that we had,</p> <p>19 Frank, the way you're posing that</p> <p>20 question.</p> <p>21 MR. D'ANGELO: Okay. That's</p> <p>22 fine.</p> <p>23 Q. How long did you speak with your</p> <p>24 lawyers for?</p> <p>25 A. Two hours.</p> | <p>1 Defait</p> <p>2 the decisions of the board do not encompass</p> <p>3 dealings with third parties, but are for</p> <p>4 internal purposes alone.</p> <p>5 Q. Can you give me examples of</p> <p>6 internal matters that the president of</p> <p>7 Fitexin has to defer to this board regarding?</p> <p>8 MS. MORGAN: Do you mean actual</p> <p>9 items that have been taken from the</p> <p>10 president to the board or hypothetical --</p> <p>11 MR. D'ANGELO: I mean items that</p> <p>12 are within that board's purview.</p> <p>13 A. So according to the by-laws of</p> <p>14 Fitexin, the president of Fitexin has to</p> <p>15 commit -- sorry -- has to consult the</p> <p>16 supervisory board for certain types of</p> <p>17 operations. For example, the acquisition of</p> <p>18 a company or for investments that are above</p> <p>19 a certain threshold, for the -- for any</p> <p>20 changes made to the by-laws of the company,</p> <p>21 for the appointment of auditors or for the</p> <p>22 appointment or revocation of the president</p> <p>23 of the company or appointment or revocation</p> <p>24 of members of the board.</p> <p>25 Q. Of what supervisory board?</p> |

3 (Pages 174 to 177)

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| <p>1 Defait</p> <p>2 A. Of the board itself, the</p> <p>3 supervisory board. I just want to clarify</p> <p>4 something. For some decisions, the decisions</p> <p>5 are deferred to the shareholders. Now, the</p> <p>6 by-laws require that the president before</p> <p>7 submitting to an associate for a decision</p> <p>8 taken by the associate and then the president</p> <p>9 must first consult the supervisory board,</p> <p>10 and it's not that the supervisory board has</p> <p>11 the power to affect, for example, changes,</p> <p>12 modifications to the by-laws, it's simply</p> <p>13 that the procedure asks for the president to</p> <p>14 first consult the board before passing the</p> <p>15 decision on to the -- to an associate of the</p> <p>16 company.</p> <p>17 Q. What do you mean by an associate</p> <p>18 of the company?</p> <p>19 A. That would be the shareholder.</p> <p>20 Q. The shareholder of what company?</p> <p>21 A. So that would be for Fitexin and</p> <p>22 the shareholder would be Chargeurs Entoilage.</p> <p>23 Q. Same president of both companies;</p> <p>24 correct?</p> <p>25 A. That's right.</p> | <p>1 Defait</p> <p>2 Chargeurs Entoilage what to do?</p> <p>3 MS. MORGAN: Objection to the</p> <p>4 form. That's assuming testimony that's</p> <p>5 not in evidence and it's extremely</p> <p>6 vague. You can answer if you understand.</p> <p>7 A. I would agree the phrasing of</p> <p>8 that question is a little bit general and</p> <p>9 what is the specific point of the question,</p> <p>10 what is it driving at.</p> <p>11 Q. This is a company that's owned</p> <p>12 only by Chargeurs, S.A.?</p> <p>13 A. That's right.</p> <p>14 Q. So I want to know how, if any</p> <p>15 way, Chargeurs, S.A. guides that company,</p> <p>16 tells it what to do, if at all.</p> <p>17 A. So Chargeurs Entoilage has its</p> <p>18 own president who is also the general</p> <p>19 manager, general director of that company,</p> <p>20 and he has all powers to represent the</p> <p>21 company, to act on behalf of it and to</p> <p>22 otherwise lead the company. Chargeurs, S.A.,</p> <p>23 it's role is as a shareholder, and it has</p> <p>24 its own bylaws and it is governed by those</p> <p>25 bylaws and bylaw, by which I mean French</p> |
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| <p>1 Defait</p> <p>2 Q. Who's on the supervisory board</p> <p>3 for Fitexin currently?</p> <p>4 A. Chargeurs, S.A. and Chargeurs</p> <p>5 Boissy.</p> <p>6 Q. Does that supervisory board have</p> <p>7 the same individuals who represent those</p> <p>8 entities as the Chargeurs Entoilage</p> <p>9 supervisory board presently?</p> <p>10 A. Yes. That's correct.</p> <p>11 Chargeurs, S.A. is represented by Joelle</p> <p>12 Fabre-Hoffmeister and Chargeurs Boissy is</p> <p>13 represented by Olivier Buquen.</p> <p>14 Q. I'm sorry. Can you spell</p> <p>15 Olivier's last name, please?</p> <p>16 A. It's B-U-Q-U-E-N.</p> <p>17 Q. We also talked yesterday about</p> <p>18 how Chargeurs Entoilage is a hundred percent</p> <p>19 owned entity of Chargeurs, S.A.</p> <p>20 Do you remember that?</p> <p>21 A. Yes.</p> <p>22 Q. No one else owns Chargeurs</p> <p>23 Entoilage other than Chargeurs, S.A.; correct?</p> <p>24 A. That's right.</p> <p>25 Q. How does Chargeurs, S.A. tell</p> | <p>1 Defait</p> <p>2 law. It has a defined function. For</p> <p>3 example, it can modify its bylaws, it can</p> <p>4 appoint auditors. These are its prerogatives</p> <p>5 under what French law provides for companies</p> <p>6 who are categorized, whose corporate</p> <p>7 categorization is S.A.S.</p> <p>8 And also in addition to</p> <p>9 modifying the by-laws and appointing the</p> <p>10 auditors is approving the accounts, and so</p> <p>11 Chargeurs, S.A. relationship to Chargeurs</p> <p>12 Entoilage doesn't have any specific power or</p> <p>13 prerogative over it.</p> <p>14 Q. If Chargeurs, S.A. wanted to</p> <p>15 undertake some kind of investigation into</p> <p>16 something that happened within Chargeurs</p> <p>17 Entoilage, could it, some kind of internal</p> <p>18 investigation?</p> <p>19 MS. MORGAN: Objection to the</p> <p>20 form. You can answer if you can</p> <p>21 understand it, if you understand it.</p> <p>22 A. If Chargeurs, S.A. wants some</p> <p>23 information, it has to ask Angela Chan for</p> <p>24 this information and then she is free as the</p> <p>25 legal representative of that company to</p> |

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| <p style="text-align: right;">Page 182</p> <p>1 Defait</p> <p>2 provide it or not.</p> <p>3 Q. If Chargeurs, S.A. suspected</p> <p>4 some kind of wrongdoing at Chargeurs Entoilage,</p> <p>5 it would just ask for information, it wouldn't</p> <p>6 do anything more?</p> <p>7 MS. MORGAN: Objection to the</p> <p>8 form. You can answer.</p> <p>9 A. So in fact, in reality, these</p> <p>10 are two distinct legal entities with</p> <p>11 different personalities and each one has a</p> <p>12 clearly defined role, so the answer would be</p> <p>13 no. Other than by seeking legal recourse,</p> <p>14 Angela Chan if she does not want to, if she</p> <p>15 opposes handing over information to Chargeurs,</p> <p>16 S.A., she would be able to do so. So there</p> <p>17 would have to be some type of litigation</p> <p>18 between the two companies, legal recourse</p> <p>19 being sought, and this has never happened,</p> <p>20 it's very hypothetical.</p> <p>21 Q. If Chargeurs, S.A. suspected</p> <p>22 that Angela Chan was engaged in some kind of</p> <p>23 wrongdoing at Chargeurs Entoilage, what</p> <p>24 could it do?</p> <p>25 MS. MORGAN: Objection to the</p> | <p style="text-align: right;">Page 184</p> <p>1 Defait</p> <p>2 supervisory board. Sorry.</p> <p>3 MS. MORGAN: Okay.</p> <p>4 MR. D'ANGELO: I understood what</p> <p>5 he meant.</p> <p>6 MS. MORGAN: I know, but for the</p> <p>7 record.</p> <p>8 THE INTERPRETER: Sorry.</p> <p>9 Q. Are you familiar with the</p> <p>10 company named Veratex Interlining Ltd.?</p> <p>11 A. Yes. I heard about Veratex in</p> <p>12 the context of the Hickey Freeman lawsuit.</p> <p>13 Q. I'm just going to call them</p> <p>14 Veratex; is that all right?</p> <p>15 A. That's fine.</p> <p>16 Q. Do you know what that company</p> <p>17 does?</p> <p>18 A. Not at all. I don't know what</p> <p>19 they do.</p> <p>20 Q. Does Chargeurs, S.A. have a</p> <p>21 relationship with Veratex?</p> <p>22 A. Chargeurs, S.A. doesn't have any</p> <p>23 contract signed with Veratex, they don't</p> <p>24 have any commercial relationship with Veratex.</p> <p>25 Q. Does it have any relationship</p> |
| <p style="text-align: right;">Page 183</p> <p>1 Defait</p> <p>2 form. You can answer.</p> <p>3 Q. It could remove her, couldn't it?</p> <p>4 MS. MORGAN: Objection to the</p> <p>5 form. You can answer.</p> <p>6 A. Angela Chan is the president of</p> <p>7 Chargeurs Entoilage, and the people, that</p> <p>8 is, the body that has the jurisdiction to</p> <p>9 remove her would be the supervisory body, and</p> <p>10 the supervisory body is led by Chargeurs, S.A.</p> <p>11 and Chargeurs Boissy, comprised by them, so</p> <p>12 if they, Chargeurs, S.A. and Chargeurs Boissy,</p> <p>13 wanted to remove Angela Chan, they could do</p> <p>14 it, but they would have to justify the</p> <p>15 reasons and they would have to prove</p> <p>16 wrongdoing on the part of Angela Chan in her</p> <p>17 functions.</p> <p>18 MS. MORGAN: Eric, when you were</p> <p>19 translating, did you mean supervisory</p> <p>20 board?</p> <p>21 THE INTERPRETER: Did I not say</p> <p>22 that?</p> <p>23 MS. MORGAN: You said supervisory</p> <p>24 body.</p> <p>25 THE INTERPRETER: Oh, I meant</p> | <p style="text-align: right;">Page 185</p> <p>1 Defait</p> <p>2 with Veratex that arises out of anything</p> <p>3 other than a signed contract?</p> <p>4 A. What do you mean by relationship?</p> <p>5 Q. You understand that two</p> <p>6 companies can do business with one another</p> <p>7 without having a signed contract; right?</p> <p>8 A. There's no commercial</p> <p>9 relationship, no business relationship</p> <p>10 between Veratex and Chargeurs, S.A.</p> <p>11 Q. What about any other companies</p> <p>12 within the Chargeurs group?</p> <p>13 A. I don't know. I only heard of</p> <p>14 Veratex, I only learned their name after</p> <p>15 the -- in the context of the Hickey Freeman</p> <p>16 lawsuit.</p> <p>17 Q. Do you know if any of the CFT --</p> <p>18 strike that.</p> <p>19 Do you know if any companies</p> <p>20 within the CFT division do any business with</p> <p>21 Veratex?</p> <p>22 A. I don't know.</p> <p>23 Q. Does LP BC do business with</p> <p>24 Veratex?</p> <p>25 A. I don't know.</p> |

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| <p>1 Defait</p> <p>2 Q. Does LP, Inc. do business with</p> <p>3 Veratex?</p> <p>4 A. I don't know.</p> <p>5 Q. Does LP Wujiang do business with</p> <p>6 Veratex?</p> <p>7 A. That's what I understood in the</p> <p>8 context of the Hickey Freeman lawsuit.</p> <p>9 Q. What's the nature of the</p> <p>10 relationship between LP Wujiang and Veratex?</p> <p>11 MS. MORGAN: Objection to the</p> <p>12 form to the extent that it calls for</p> <p>13 you to discuss any conversations you've</p> <p>14 had with counsel. If you have any</p> <p>15 independent knowledge, you can testify</p> <p>16 concerning that.</p> <p>17 MR. D'ANGELO: If this witness</p> <p>18 was adequately prepared to take her</p> <p>19 deposition, she should be able to</p> <p>20 answer this question, and whether that</p> <p>21 impacts any conversation with counsel</p> <p>22 or not it's irrelevant. If it came up</p> <p>23 in the context of her prep, then she</p> <p>24 can testify to that.</p> <p>25 MS. MORGAN: Your question was</p> | <p>1 Defait</p> <p>2 Is that what you mean?</p> <p>3 A. That's right.</p> <p>4 Q. What products?</p> <p>5 A. Interlining and product whose</p> <p>6 model number is 3069.</p> <p>7 Q. Does it distribute any other</p> <p>8 models of interlining from Wujiang to Hickey</p> <p>9 Freeman?</p> <p>10 A. I don't know.</p> <p>11 Q. Do you know if Veratex alters in</p> <p>12 any way the interlining that it distributes</p> <p>13 from Wujiang to Hickey Freeman?</p> <p>14 MR. NIEDERER: Objection to form.</p> <p>15 A. I have no idea.</p> <p>16 Q. Do you know if Veratex</p> <p>17 repackages interlining it received from</p> <p>18 Wujiang before shipping it to Hickey Freeman?</p> <p>19 A. I don't know.</p> <p>20 Q. Do you know if Veratex relabels</p> <p>21 the interlining that it receives from</p> <p>22 Wujiang before shipping it to Hickey Freeman?</p> <p>23 A. I don't know.</p> <p>24 Q. Do you know if -- strike that.</p> <p>25 Does Veratex use a different</p> |
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| <p>1 Defait</p> <p>2 very broad and there are legal --</p> <p>3 MR. D'ANGELO: It is quite simple.</p> <p>4 MS. MORGAN: -- issues --</p> <p>5 MR. D'ANGELO: It is a quite</p> <p>6 simple question.</p> <p>7 MS. MORGAN: -- there are legal</p> <p>8 issues that relate to that.</p> <p>9 Q. Can you answer the question,</p> <p>10 Ms. Defait?</p> <p>11 A. Yes, I understand the question,</p> <p>12 and Veratex is the distributor for LP Wujiang,</p> <p>13 and as I said yesterday I don't really know</p> <p>14 anything more about that, I don't know</p> <p>15 anything more about the products sold by LP</p> <p>16 Wujiang to Veratex.</p> <p>17 Q. What does Veratex distribute for</p> <p>18 Wujiang?</p> <p>19 A. The only thing I know, and I</p> <p>20 learned about it in the context of this</p> <p>21 lawsuit, is that Veratex has distributed</p> <p>22 products for -- sorry -- distributed Hickey</p> <p>23 Freeman products made by Wujiang, LP Wujiang.</p> <p>24 Q. You mean Veratex distributed</p> <p>25 products made by Wujiang to Hickey Freeman?</p> | <p>1 Defait</p> <p>2 model number for the 3069 interlining?</p> <p>3 A. I don't know.</p> <p>4 Q. Do you know if Veratex inspects</p> <p>5 in any way interlining it receives from</p> <p>6 Wujiang before shipping it to Hickey Freeman?</p> <p>7 MR. NIEDERER: Objection to form.</p> <p>8 A. I don't know.</p> <p>9 Q. Do you know if Veratex tests in</p> <p>10 any way the interlining it receives from</p> <p>11 Wujiang before distributing it?</p> <p>12 MR. NIEDERER: Objection to form.</p> <p>13 A. I don't know.</p> <p>14 Q. Does Wujiang ask Veratex to</p> <p>15 inspect interlining that Veratex distributes</p> <p>16 on its behalf?</p> <p>17 MR. NIEDERER: Objection to form.</p> <p>18 A. I don't know.</p> <p>19 MR. D'ANGELO: What's the</p> <p>20 objection there, Eric?</p> <p>21 MR. NIEDERER: It's overly</p> <p>22 broad. Are you talking about any</p> <p>23 product, the product at issue in this</p> <p>24 case?</p> <p>25 MR. D'ANGELO: Any product.</p> |

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MR. NIEDERER: It was vague.

MR. D'ANGELO: Any product.

MR. NIEDERER: Okay.

Q. Did Wujiang ask Veratex to inspect the interlining at issue in this case that Veratex distributed to Hickey Freeman on its behalf?

A. I don't know.

Q. Did Wujiang ask Veratex to test the interlining at issue that it distributed to Hickey Freeman on Wujiang's behalf?

A. I don't know.

Q. Who would know that information?

MS. MORGAN: The last question?

Q. Who would know whether Wujiang asked Veratex to inspect or test the interlining at issue here before sending it to Hickey Freeman?

A. LP Wujiang itself.

Q. Did you speak to anybody at Wujiang about that?

A. No.

Q. Did you speak to anyone at Wujiang about what other products Wujiang

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has Veratex distribute for it?

MR. D'ANGELO: Can you retranslate the question, please, Eric?

A. No.

Q. Have you ever heard of the term data sheet for fusible interlining?

A. A data sheet?

Q. Have you ever heard that term before?

A. In what context?

Q. I'll represent to you a data sheet is a piece of paper and it contains certain parameters for fusing a particular model of fusible interlining onto fabric.

Have you ever seen anything like that?

A. No.

Q. Did you see any data sheets created by Wujiang over the course of your deposition prep?

A. No.

Q. Does Wujiang know if Veratex creates its own data sheets for interlining that it distributes for Wujiang?

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A. I don't know what LP Wujiang is in the context -- I don't know what Chargeurs, S.A. knows about LP Wujiang in its relationship to Veratex.

Q. I'm asking you what Wujiang knows.

A. So what I know about Wujiang?

Q. I want to know what Wujiang knows.

A. I don't know what LP Wujiang knows. It's a very broad question.

Q. Do you know anything that Wujiang knows?

MS. MORGAN: Objection to the form. You can answer to the extent you understand.

A. In which context?

Q. In any context.

MS. MORGAN: Same objection.

A. No.

Q. Does Wujiang ask Veratex to create its own data sheets for interlining created by Wujiang?

A. I don't know.

Q. Are you familiar with the

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company Chargeurs Interlining HK Ltd.?

THE INTERPRETER: Is it Chargeurs Entoilage or Interlining?

MR. D'ANGELO: Interlining.

A. Yes, I do.

Q. What does that company do?

A. It's a subsidiary of Fitexin and it's a -- it's a sales -- they do sales and they don't have any production site.

Q. When you say they do sales, does that mean they distribute products that are manufactured by another company, or do you mean something else?

A. All I know is that it's a company that doesn't have its own production capacity, so it distributes products that are produced at manufacturing sites by other Fitexin subsidiaries.

Q. Does it ever distribute products manufactured by Wujiang?

A. Yes.

Q. Has it ever distributed Model 3069 interlining?

A. I don't know.

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| <p>1 Defait</p> <p>2 Q. Did Chargeurs Interlining HK Ltd.</p> <p>3 play any role in selling or distributing the</p> <p>4 interlining at issue in this case?</p> <p>5 A. I don't know.</p> <p>6 Q. Fitexin also -- excuse me.</p> <p>7 Strike that.</p> <p>8 Veratex also distributes goods</p> <p>9 manufactured by Wujiang; is that right?</p> <p>10 A. I don't know.</p> <p>11 Q. Didn't you say earlier Veratex</p> <p>12 is a distributor of Wujiang?</p> <p>13 A. I -- in fact, I did indeed learn</p> <p>14 that in the context of the Hickey Freeman</p> <p>15 lawsuit Veratex was a distributor for LP</p> <p>16 Wujiang, but I know nothing further about that.</p> <p>17 Q. Do you know when Wujiang uses</p> <p>18 Veratex as a distributor versus when it uses</p> <p>19 Chargeurs Interlining HK Ltd. as a distributor?</p> <p>20 A. I don't know.</p> <p>21 Q. Did you speak to anyone at</p> <p>22 Wujiang as to whether Chargeurs Interlining</p> <p>23 HK Ltd. was involved in distributing the</p> <p>24 interlining in this case?</p> <p>25 A. No.</p> | <p>1 Defait</p> <p>2 at the time.</p> <p>3 MR. D'ANGELO: Right. Which is</p> <p>4 precisely the sort of thing that the</p> <p>5 court ordered this witness be prepared</p> <p>6 on.</p> <p>7 MS. MORGAN: I think what the</p> <p>8 court ordered is reflected in your</p> <p>9 decision.</p> <p>10 MR. D'ANGELO: We'll see about</p> <p>11 that.</p> <p>12 Q. Go on, Ms. Defait.</p> <p>13 A. Can you repeat the question, can</p> <p>14 the translator repeat the question?</p> <p>15 (Interpreter repeats question.)</p> <p>16 A. I don't know in the context of</p> <p>17 the lots that were considered defective by</p> <p>18 Hickey Freeman, I don't know if LP Wujiang</p> <p>19 made the sales to Veratex directly or went</p> <p>20 through an intermediary company. I don't</p> <p>21 know the channels of -- these channels of</p> <p>22 distribution of these lots.</p> <p>23 Q. Who would know about the</p> <p>24 channels of distribution of those lots?</p> <p>25 A. LP Wujiang and all other companies</p> |
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| <p>1 Defait</p> <p>2 Q. Why does Wujiang use distributors?</p> <p>3 Why doesn't it just ship goods directly?</p> <p>4 A. In fact, I don't know if LP</p> <p>5 Wujiang doesn't actually do direct sales to</p> <p>6 some clients.</p> <p>7 Q. You don't know?</p> <p>8 A. No. No, I'm not in the business,</p> <p>9 in LP Wujiang's business.</p> <p>10 Q. But you know that Veratex shipped</p> <p>11 the goods at issue here to Hickey Freeman?</p> <p>12 A. It's the first time I heard</p> <p>13 Veratex and I think what I understood from</p> <p>14 this is that LP Wujiang produced the lots</p> <p>15 that Veratex distributed to Hickey Freeman,</p> <p>16 and, therefore, I understood that Veratex</p> <p>17 was the distributor for LP Wujiang.</p> <p>18 Q. Why didn't Wujiang just ship</p> <p>19 that interlining directly to Hickey Freeman?</p> <p>20 MS. MORGAN: Objection to the</p> <p>21 form. You can answer.</p> <p>22 MR. D'ANGELO: What's the</p> <p>23 objection?</p> <p>24 MS. MORGAN: You're asking for</p> <p>25 the mindset of individuals at Wujiang</p> | <p>1 Defait</p> <p>2 involved in these facts.</p> <p>3 Q. Did you speak to anybody at</p> <p>4 Wujiang about that?</p> <p>5 A. No.</p> <p>6 Q. Does Chargeurs Interlining HK</p> <p>7 alter the interlining -- strike that.</p> <p>8 Does Wujiang know if Chargeurs</p> <p>9 Interlining HK alters interlining that it</p> <p>10 distributes for Wujiang in any way?</p> <p>11 A. I don't know what LP Wujiang</p> <p>12 knows. I don't know.</p> <p>13 Q. Does Wujiang know if Chargeurs</p> <p>14 Interlining HK repackages or relabels</p> <p>15 interlining that it distributes for Wujiang</p> <p>16 in any way?</p> <p>17 A. I don't know.</p> <p>18 MR. D'ANGELO: Let's mark</p> <p>19 Chargeurs Exhibit 11, please.</p> <p>20 (Chargeurs Exhibit 11,</p> <p>21 Technical Presentation bearing</p> <p>22 production numbers LDP000248-LDP000294,</p> <p>23 marked for identification, as of this</p> <p>24 date.)</p> <p>25 MS. MORGAN: I'll just note for</p> |

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| <p>1 Defait</p> <p>2 the record that the -- some of the</p> <p>3 printing in this is in -- some of the</p> <p>4 printing on this, for example, the</p> <p>5 first page isn't showing the full</p> <p>6 picture of this slide based on the</p> <p>7 toner that was used.</p> <p>8 MR. D'ANGELO: Any other pages</p> <p>9 besides the first page that you noticed</p> <p>10 that on, Caroline?</p> <p>11 MS. MORGAN: I haven't had time</p> <p>12 to look. I just looked at the first</p> <p>13 page and I'm flipping through now.</p> <p>14 MR. D'ANGELO: Yes. Can you</p> <p>15 flip through and let me know if there</p> <p>16 are any others, please?</p> <p>17 (Witness reviewing document.)</p> <p>18 MS. MORGAN: As to the quality</p> <p>19 of the other slides, I have to compare</p> <p>20 it to the original because I was just</p> <p>21 going from my memory, but I'll say that</p> <p>22 at this moment, 265, 277 and 279 look,</p> <p>23 as I recall, different than the</p> <p>24 original, and I'm not sure about the</p> <p>25 others because I'd have to go back to</p> | <p>1 Defait</p> <p>2 form. You can answer.</p> <p>3 A. CFT, Chargeurs Fashion</p> <p>4 Technologies, is the commercial name of one</p> <p>5 of the divisions of Chargeurs, S.A.</p> <p>6 Q. Let's turn to the second page of</p> <p>7 the exhibit, please. Can you take a look at</p> <p>8 that, please? Let me start by asking you,</p> <p>9 do you know who prepared this document?</p> <p>10 A. No, I don't.</p> <p>11 Q. The top of the second page of</p> <p>12 the exhibit says Function of Interlining.</p> <p>13 Do you see that?</p> <p>14 A. That's right.</p> <p>15 Q. The middle of the page has a</p> <p>16 list in between two pictures of suit jackets.</p> <p>17 Do you see that?</p> <p>18 A. Yes, I see that.</p> <p>19 Q. Is one function of interlining</p> <p>20 to provide hand feel and shape to a garment?</p> <p>21 A. Yes. That's right. It's a sort</p> <p>22 of structure for the garment.</p> <p>23 Q. Is another function of</p> <p>24 interlining to provide less wrinkling or</p> <p>25 puckering?</p> |
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| <p>1 Defait</p> <p>2 that other document.</p> <p>3 MR. D'ANGELO: Okay. I don't</p> <p>4 think that's true, but I'm not going to</p> <p>5 be asking about those pages anyway, so</p> <p>6 I don't think it matters.</p> <p>7 Q. Ms. Defait, have you ever seen</p> <p>8 this document before?</p> <p>9 A. No.</p> <p>10 Q. Is there a chance that you did</p> <p>11 see this document, but are somehow not able</p> <p>12 to recognize it because of the toner issue</p> <p>13 on the first page?</p> <p>14 MS. MORGAN: Objection to the</p> <p>15 form to the extent that I also referred</p> <p>16 to other pages in my prior comment</p> <p>17 concerning that that's based on my</p> <p>18 recollection.</p> <p>19 Q. If you had seen this document</p> <p>20 before, would you have known?</p> <p>21 A. I would, but I really don't</p> <p>22 remember, recall having seen it.</p> <p>23 Q. CFT, that's one of Chargeurs,</p> <p>24 S.A.'s four business lines; correct?</p> <p>25 MS. MORGAN: Objection to the</p> | <p>1 Defait</p> <p>2 MS. MORGAN: Objection to the</p> <p>3 form. It's compound. You can answer it.</p> <p>4 MR. D'ANGELO: All right. Let</p> <p>5 me break that down.</p> <p>6 Q. Is one function of interlining</p> <p>7 to provide less wrinkling in a garment?</p> <p>8 A. I know that one of the functions</p> <p>9 of interlining is to provide a certainly</p> <p>10 structure to a garment, but beyond that, in</p> <p>11 terms of anything more specific, I can't</p> <p>12 speak as to the specificities and functions</p> <p>13 of interlining because I'm not technologically</p> <p>14 knowledgeable about it.</p> <p>15 Q. When you say it provides a sort</p> <p>16 of structure for the garment, what do you</p> <p>17 mean? I'm asking you as a general matter</p> <p>18 what you meant by that.</p> <p>19 A. My answer would be quite general</p> <p>20 as well it would be that it provides a</p> <p>21 garment with a crisp look that doesn't have</p> <p>22 any wrinkles, any folds.</p> <p>23 Q. When it says here the word</p> <p>24 puckering, do you know what that refers to?</p> <p>25 A. In this document, which I</p> |

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| <p>1 Defait</p> <p>2 haven't written myself, I don't know what</p> <p>3 they're referring to.</p> <p>4 Q. How about apart from the</p> <p>5 document? If I'm referring to a garment as</p> <p>6 puckering, do you have any idea what that</p> <p>7 means?</p> <p>8 A. In my own definition, yes, I --</p> <p>9 looking at the suit, yes, I could say that I</p> <p>10 know what puckering is, but we might have a</p> <p>11 different idea of what puckering actually</p> <p>12 means.</p> <p>13 Q. So why don't you let me know</p> <p>14 what you mean by puckering and what idea you</p> <p>15 have of what it means if the garment puckers.</p> <p>16 A. That means it wouldn't have a</p> <p>17 nice shape. For example, in the image that</p> <p>18 we see here, this is an example of, in my</p> <p>19 opinion, of what is meant by puckering.</p> <p>20 MR. D'ANGELO: Let the record</p> <p>21 reflect the witness gestured toward the</p> <p>22 photo on page LDP000249 which contains</p> <p>23 a picture of a suit under the heading</p> <p>24 Without Interlining.</p> <p>25 Q. And using your idea and your</p> | <p>1 Defait</p> <p>2 taken.)</p> <p>3 CONTINUED BY MR. D'ANGELO:</p> <p>4 Q. Ms. Defait, did you speak with</p> <p>5 anyone from Fitexin during the course of</p> <p>6 your preparation for today's deposition?</p> <p>7 A. If Francois Rousseau has a</p> <p>8 contract with -- a work contract with</p> <p>9 Fitexin, then my answer would be yes.</p> <p>10 Q. Besides Mr. Rousseau, anyone else?</p> <p>11 A. At Fitexin?</p> <p>12 Q. Yes.</p> <p>13 A. No.</p> <p>14 Q. Do you know if you reviewed any</p> <p>15 Fitexin documents to prepare for today's</p> <p>16 deposition or yesterday's deposition?</p> <p>17 A. Yes.</p> <p>18 Q. Which Fitexin documents did you</p> <p>19 review?</p> <p>20 A. The Fitexin bylaws.</p> <p>21 Q. Other than the Fitexin bylaws?</p> <p>22 A. No.</p> <p>23 Q. Did you speak with anyone from</p> <p>24 Chargeurs Entoilage to prepare for the</p> <p>25 deposition?</p> |
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| <p>1 Defait</p> <p>2 understanding of puckering, Ms. Defait, is</p> <p>3 it your understanding that one function of</p> <p>4 interlining is to prevent or minimize</p> <p>5 puckering?</p> <p>6 A. Yes, as per my knowledge.</p> <p>7 Interlining would help avoid that kind of</p> <p>8 pucker.</p> <p>9 Q. The last item here at the bottom</p> <p>10 of the list under the list Function of</p> <p>11 Interlining, it says Beautiful Appearance.</p> <p>12 Do you see that?</p> <p>13 And I understand you didn't</p> <p>14 prepare this document, but is one function</p> <p>15 of interlining to make a garment appear to</p> <p>16 be more beautiful?</p> <p>17 A. Yes.</p> <p>18 Q. You can put that one aside,</p> <p>19 Ms. Defait. Thank you.</p> <p>20 MS. MORGAN: We've been going</p> <p>21 for a little over an hour. Do you need</p> <p>22 a break?</p> <p>23 MR. D'ANGELO: Yes. Let's take</p> <p>24 a five-minute break.</p> <p>25 (Whereupon, a brief recess was</p> | <p>1 Defait</p> <p>2 A. If Francis Rousseau has a work</p> <p>3 contract with Chargeurs Entoilage, then yes.</p> <p>4 Q. Do you know if he has a work</p> <p>5 contract with Fitexin or Chargeurs Entoilage</p> <p>6 or both?</p> <p>7 A. I don't know if it's one or the</p> <p>8 other of these companies.</p> <p>9 Q. Did you review any Chargeurs</p> <p>10 Entoilage documents to prepare for the</p> <p>11 deposition today?</p> <p>12 A. Yes.</p> <p>13 Q. Are those the by-laws of</p> <p>14 Chargeurs Entoilage?</p> <p>15 A. Yes.</p> <p>16 Q. Did you review any other</p> <p>17 Chargeurs Entoilage documents besides the</p> <p>18 bylaws?</p> <p>19 A. No.</p> <p>20 Q. How did you obtain the Fitexin</p> <p>21 bylaws?</p> <p>22 A. Fitexin asked me, had asked me</p> <p>23 to work on their bylaws, therefore, I have</p> <p>24 their bylaws on my files. I worked on</p> <p>25 changes to the bylaws of both Chargeurs</p> |

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| <p>1 Defait</p> <p>2 Entoilage and Fitexin, therefore, I have had</p> <p>3 access to these documents.</p> <p>4 Q. Do you want to add anything to</p> <p>5 that, Ms. Defait?</p> <p>6 A. No.</p> <p>7 Q. Other than the bylaws of Fitexin</p> <p>8 and Chargeurs Entoilage, do you have access</p> <p>9 to any other documents of those companies?</p> <p>10 A. Yes.</p> <p>11 Q. What documents?</p> <p>12 A. Documents concerning the</p> <p>13 decisions taken by the supervisory board as</p> <p>14 well as documents concerning decisions of</p> <p>15 the shareholders, and on top of that service</p> <p>16 contracts between Chargeurs, S.A. and</p> <p>17 Chargeurs Entoilage as well as between</p> <p>18 Chargeurs Boissy and Fitexin.</p> <p>19 Q. When you say decisions taken by</p> <p>20 the shareholders and decisions taken by the</p> <p>21 supervisory board, are those two different</p> <p>22 things?</p> <p>23 A. Yes.</p> <p>24 Q. The supervisory board we</p> <p>25 discussed earlier as being comprised of</p> | <p>1 Defait</p> <p>2 A. So every year the company reviews</p> <p>3 its accounts, the corporate accounts, and</p> <p>4 these are submitted to the sole shareholder</p> <p>5 and this sole shareholder then approves</p> <p>6 these same accounts and then files them with</p> <p>7 the local clerk, the local court as per law.</p> <p>8 Q. What do you mean when you say</p> <p>9 it's corporate accounts? What does that</p> <p>10 refer to?</p> <p>11 A. So it's the financing statements,</p> <p>12 that's what these accounts are, with the</p> <p>13 results and any appendices attached to them.</p> <p>14 They're first reviewed by the auditor before</p> <p>15 being submitted to the office of the court.</p> <p>16 Q. And you say Chargeurs, S.A.</p> <p>17 approves those accounts generated by</p> <p>18 Chargeurs Entoilage?</p> <p>19 A. Yes. As -- in its capacity as</p> <p>20 shareholder, it must approve the accounts on</p> <p>21 a yearly basis.</p> <p>22 Q. If it wants to make any changes</p> <p>23 to those accounts, can it?</p> <p>24 A. No. If the auditor determines</p> <p>25 that there is some type of irregularity, he</p> |
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| <p>1 Defait</p> <p>2 someone from Chargeurs, S.A. and Chargeurs</p> <p>3 Boissy; right?</p> <p>4 A. That's right.</p> <p>5 Q. And the decision of the</p> <p>6 shareholders -- well, first of all, the</p> <p>7 shareholders of what company?</p> <p>8 A. Chargeurs Entoilage.</p> <p>9 Q. So the shareholders of Chargeurs</p> <p>10 Entoilage would be the shareholders of</p> <p>11 Chargeurs, S.A.; correct?</p> <p>12 A. That's right.</p> <p>13 Q. And the decisions of Chargeurs,</p> <p>14 S.A. with respect to Chargeurs Entoilage,</p> <p>15 what matters do those decisions concern?</p> <p>16 A. So these decisions are taken --</p> <p>17 these decisions -- the jurisdiction for</p> <p>18 taking these decisions belongs to the</p> <p>19 shareholders and they're made at the</p> <p>20 occasion of the general assembly as per law.</p> <p>21 They take decisions on the -- on modifications</p> <p>22 to the bylaws, on approving the accounts,</p> <p>23 and every six years on naming an auditor.</p> <p>24 Q. What do you mean when you say</p> <p>25 approving accounts?</p> | <p>1 Defait</p> <p>2 can issue a reservation concerning these</p> <p>3 accounts, but I wouldn't know the legal</p> <p>4 situation because it never arose so I don't</p> <p>5 know under French law how that would be</p> <p>6 dealt with.</p> <p>7 Q. What's the point of having</p> <p>8 Chargeurs, S.A. approve those accounts if it</p> <p>9 can't change them?</p> <p>10 MS. MORGAN: Objection to the</p> <p>11 form. You can answer.</p> <p>12 A. It's a legal obligation of the</p> <p>13 company. They have to submit these accounts</p> <p>14 to the shareholder or shareholders if there's</p> <p>15 more than one. It's something that they</p> <p>16 have to do, but I don't know what would</p> <p>17 happen in case there is some type of</p> <p>18 irregularity affecting these same accounts.</p> <p>19 Q. What happens if Chargeurs, S.A.</p> <p>20 doesn't approve them?</p> <p>21 MS. MORGAN: Objection to the</p> <p>22 extent that it's calling for a legal</p> <p>23 conclusion, otherwise you can answer.</p> <p>24 MR. D'ANGELO: Well, she's a</p> <p>25 lawyer, but go ahead.</p> |

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| <p>1 Defait</p> <p>2 MS. MORGAN: Objection to your</p> <p>3 characterization of Ms. Defait as a</p> <p>4 lawyer.</p> <p>5 Q. Can you answer the question?</p> <p>6 A. I would indicate that I'm not a</p> <p>7 lawyer, I haven't passed the Bar and I don't</p> <p>8 know what French law would be on this highly</p> <p>9 specific point.</p> <p>10 Q. You mentioned earlier you have</p> <p>11 access to the service contracts between</p> <p>12 Fitexin and Chargeurs Entoilage; is that right?</p> <p>13 A. No. I have the contract between</p> <p>14 Chargeurs, S.A. and Chargeurs Entoilage on</p> <p>15 the one hand and between Chargeurs Boissy</p> <p>16 and Fitexin on the other hand.</p> <p>17 Q. The service contract between</p> <p>18 Chargeurs Entoilage and Chargeurs, S.A.,</p> <p>19 what does that cover?</p> <p>20 A. Chargeurs, S.A. provides</p> <p>21 advisory services and assistance to</p> <p>22 Chargeurs Entoilage in matters relating to</p> <p>23 human resources, in matters -- advice relating</p> <p>24 to development, business development and</p> <p>25 acquisitions and advice relating to</p> | <p>1 Defait</p> <p>2 services of Chargeurs, S.A. in the context</p> <p>3 of the service contract between Chargeurs,</p> <p>4 S.A. and Chargeurs Entoilage, in that</p> <p>5 context there is access provided to</p> <p>6 Chargeurs Entoilage to what is called</p> <p>7 Chargeurs Business Solutions, which provides</p> <p>8 help to Chargeurs Entoilage.</p> <p>9 Q. Is Chargeurs Business Solutions</p> <p>10 a separate legal entity?</p> <p>11 A. No, it isn't.</p> <p>12 Q. What is it then?</p> <p>13 A. It's the name of a unit</p> <p>14 comprising three people who have specific</p> <p>15 knowledge and skills in financial matters or</p> <p>16 marketing and IT and they provide this to</p> <p>17 the various divisions of Chargeurs when</p> <p>18 these divisions ask for it for help on a</p> <p>19 given project. These services that these</p> <p>20 people provide are paid for by the division</p> <p>21 asking for the services, so for in this case</p> <p>22 it would be, for example, Chargeurs Entoilage,</p> <p>23 receiving these services from Chargeurs, S.A.</p> <p>24 Q. When you say it's a unit of</p> <p>25 three people, you're saying it's a unit of</p> |
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| <p>1 Defait</p> <p>2 corporate and environmental responsibility,</p> <p>3 and for now that's all that I can think of.</p> <p>4 Q. And that contract between</p> <p>5 Fitexin and Chargeurs Boissy, what does that</p> <p>6 address?</p> <p>7 A. They provide financial, tax and</p> <p>8 legal assistance and advice, and that's as</p> <p>9 far as I know right now.</p> <p>10 Q. Chargeurs Boissy provides that</p> <p>11 advice to Fitexin; correct?</p> <p>12 A. That's right.</p> <p>13 Q. Does Chargeurs, S.A. participate</p> <p>14 at all in the process of marketing goods</p> <p>15 that are produced by CFT?</p> <p>16 A. The CFT companies define their</p> <p>17 own marketing policies, their own marketing</p> <p>18 tools. They're in charge of that. They're</p> <p>19 independent. Chargeurs S.A. does not</p> <p>20 intervene in these areas with -- there is an</p> <p>21 exception can be made when a specific request</p> <p>22 is formulated by Chargeurs Entoilage for the</p> <p>23 services of Chargeurs, S.A. to help them or</p> <p>24 to provide them with some specific, in the</p> <p>25 context of a specific job. The -- so the</p> | <p>1 Defait</p> <p>2 Chargeurs, S.A.?</p> <p>3 A. Yes. That's right. They're</p> <p>4 employees of Chargeurs, S.A.</p> <p>5 Q. Who are the three people on the</p> <p>6 CBS unit currently?</p> <p>7 A. Audree Petit, Francesco Santuro</p> <p>8 and Hugo Laffon.</p> <p>9 Q. Spell those names, please.</p> <p>10 A. So they are -- these people are</p> <p>11 Audree Petit, who is actually the head of</p> <p>12 the unit, the small group of people, then</p> <p>13 the next one is Francesco, F-R-A-N-C-E-S-C-O,</p> <p>14 Santuro, S-A-N-T-U-R-O, and also Hugo,</p> <p>15 H-U-G-O, Laffon, L-A-F-F-O-N.</p> <p>16 Q. Do you remember yesterday we</p> <p>17 were talking about this strategic seminar</p> <p>18 that Chargeurs, S.A. organized?</p> <p>19 A. Yes.</p> <p>20 Q. And in the context of that</p> <p>21 discussion, you said it was important for</p> <p>22 Chargeurs, S.A. to define a global outlook.</p> <p>23 Do you remember saying that?</p> <p>24 A. Yes.</p> <p>25 Q. Does Chargeurs, S.A. define a</p> |

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| <p>1 Defait</p> <p>2 global outlook for any of its division's</p> <p>3 marketing activities?</p> <p>4 A. No. Each division is</p> <p>5 independent, each division and I would even</p> <p>6 say each subsidiary defines their marketing</p> <p>7 with their own tools and their own policy.</p> <p>8 Chargeurs, S.A. has absolutely -- doesn't</p> <p>9 intervene at all in setting that policy.</p> <p>10 Q. Chargeurs, S.A. provides no</p> <p>11 guidance whatsoever as to what direction</p> <p>12 marketing should head in with respect to any</p> <p>13 of the products owned by its business</p> <p>14 divisions?</p> <p>15 A. No. Each -- what Chargeurs,</p> <p>16 S.A. does is it sets out an overall outlook,</p> <p>17 a standard of excellence, but each respective</p> <p>18 division and each respective subsidiary</p> <p>19 takes its own decisions in setting its own</p> <p>20 policy in the tools and the strategy that it</p> <p>21 wants to use in order to achieve that policy.</p> <p>22 Chargeurs, S.A. doesn't intervene at all in</p> <p>23 that strategy on behalf of its subsidiaries.</p> <p>24 Q. Yes, I guess that was my</p> <p>25 question earlier, how does Chargeurs, S.A.</p> | <p>1 Defait</p> <p>2 objection to this colloquy.</p> <p>3 THE INTERPRETER: I don't see</p> <p>4 global vision. I don't see that I used</p> <p>5 that. I'm sorry.</p> <p>6 MR. D'ANGELO: Yes, just note my</p> <p>7 objection to this entire colloquy.</p> <p>8 MS. MORGAN: In your --</p> <p>9 MR. D'ANGELO: Excuse me.</p> <p>10 Please note my objection to this entire</p> <p>11 colloquy. It is completely improper</p> <p>12 for someone who has no demonstrated</p> <p>13 French experience or expertise to be</p> <p>14 taking issue with the translation of</p> <p>15 the only French interpreter we have</p> <p>16 here, there is no other interpreter</p> <p>17 offered by Chargeurs to present any</p> <p>18 alternate interpretation here, counsel</p> <p>19 has no demonstrated experience in this</p> <p>20 language and it's absolutely improper.</p> <p>21 MS. MORGAN: My comment was as</p> <p>22 to when you translated it into French,</p> <p>23 you said the global vision, and he</p> <p>24 actually asked for outlook. He said --</p> <p>25 he stated outlook in his question.</p> |
| Page 215 | Page 217 |
| <p>1 Defait</p> <p>2 set the overall outlook with respect to</p> <p>3 marketing?</p> <p>4 THE INTERPRETER: Let me repeat</p> <p>5 the question because I wasn't clear in</p> <p>6 what I said.</p> <p>7 (Interpreter repeats the</p> <p>8 question.)</p> <p>9 MS. MORGAN: Objection to the</p> <p>10 form and also I note that in the prior</p> <p>11 translation of the portion the</p> <p>12 interpreter translated vision to</p> <p>13 standard and in this instance the</p> <p>14 translator translated outlook into</p> <p>15 vision which are distinct words.</p> <p>16 MR. D'ANGELO: Unfortunately we</p> <p>17 only have one translator here.</p> <p>18 THE INTERPRETER: I used outlook.</p> <p>19 MS. MORGAN: In her prior</p> <p>20 response she said vision of excellence</p> <p>21 and you translated it as standard of</p> <p>22 excellence, and in this question she</p> <p>23 said global outlook and you translated</p> <p>24 that to global vision.</p> <p>25 MR. D'ANGELO: Just note my</p> | <p>1 Defait</p> <p>2 MR. D'ANGELO: Note my objection.</p> <p>3 THE INTERPRETER: I'm sorry.</p> <p>4 Just to make it clear, I don't see that</p> <p>5 I used the vision. I've been careful</p> <p>6 to be consistent and to use outlook</p> <p>7 whenever vision has been given in</p> <p>8 French, it's a better equivalent and</p> <p>9 I've meant outlook. That's all.</p> <p>10 Q. Could you answer my question,</p> <p>11 please?</p> <p>12 A. Could you repeat that question</p> <p>13 so that I could answer it clearly?</p> <p>14 MR. D'ANGELO: Could you read</p> <p>15 back the original question, Robin?</p> <p>16 (Whereupon, the requested</p> <p>17 portion of the record was read back</p> <p>18 by the reporter.)</p> <p>19 THE INTERPRETER: The</p> <p>20 interpreter is going to interpret the</p> <p>21 answer in two segments.</p> <p>22 A. Chargeurs, S.A. has an outlook,</p> <p>23 it has an outlook on the excellence it wants</p> <p>24 to achieve, it has a model, it has a culture</p> <p>25 that it wishes to develop.</p> |

13 (Pages 214 to 217)

| Page 218 | Page 220 |
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| <p>1 Defait</p> <p>2 Q. How does it communicate that to</p> <p>3 the divisions?</p> <p>4 A. This outlook on excellence is</p> <p>5 what it tries to communicate. That's what</p> <p>6 the reference document is designed to do,</p> <p>7 that's what it's about. It's through a</p> <p>8 message. In fact, that's what it is, it's --</p> <p>9 THE INTERPRETER: Let me finish.</p> <p>10 The interpreter just wants to finish,</p> <p>11 and then you can --</p> <p>12 A. It's an outlook. Every -- then</p> <p>13 in turn, every division is free and</p> <p>14 independent in how it's going to apply this</p> <p>15 outlook on the strategy that it's going to</p> <p>16 follow, but it must follow the strategy in</p> <p>17 order to achieve it, and that strategy is to</p> <p>18 follow excellence.</p> <p>19 Q. What was the reference document</p> <p>20 that you were referring to?</p> <p>21 A. The reference document is the</p> <p>22 reference document of our 2017 accounts</p> <p>23 which is the one presently online on our</p> <p>24 website.</p> <p>25 Q. Is it the large document we took</p> | <p>1 Defait</p> <p>2 its own managers, its own organization to</p> <p>3 set out its own strategy for marketing.</p> <p>4 Chargeurs, S.A. is a pure holding company</p> <p>5 and does not interfere at all in these other</p> <p>6 matters. These divisions, subsidiaries take</p> <p>7 these own decisions about their marketing</p> <p>8 strategies and tools, the ones used by the</p> <p>9 subsidiaries.</p> <p>10 MR. D'ANGELO: Move to strike</p> <p>11 that entire answer as unresponsive.</p> <p>12 Q. I need you to listen to the</p> <p>13 question I'm asking, Ms. Defait. Okay?</p> <p>14 Listen very closely to my question.</p> <p>15 MR. D'ANGELO: Please start by</p> <p>16 translating that.</p> <p>17 Q. How specifically did Chargeurs,</p> <p>18 S.A. make sure its business divisions</p> <p>19 understand what the overall vision is that</p> <p>20 must be carried out?</p> <p>21 A. So each subsidiary or each</p> <p>22 division has its own -- makes its own</p> <p>23 decisions concerning marketing or concerning</p> <p>24 its business decisions. Chargeurs in no way</p> <p>25 interferes in those decisions. Again,</p> |
| Page 219 | Page 221 |
| <p>1 Defait</p> <p>2 a look at yesterday?</p> <p>3 A. Yes.</p> <p>4 Q. So the only way that Chargeurs,</p> <p>5 S.A. communicates its standard of excellence</p> <p>6 to its divisions is through a document that's</p> <p>7 filed publicly?</p> <p>8 MS. MORGAN: Are you talking</p> <p>9 about Exhibit 2?</p> <p>10 MR. D'ANGELO: Can we have him</p> <p>11 translate first, please.</p> <p>12 A. Yes, I'm talking about that</p> <p>13 document.</p> <p>14 Q. So there's no other way that</p> <p>15 Chargeurs, S.A. communicates to its</p> <p>16 divisions its standard of excellence other</p> <p>17 than by filing Exhibit 2 publicly with the</p> <p>18 AMF, that's the only way it does that?</p> <p>19 A. Indeed, it's an outlook, it's a</p> <p>20 message, it's a guideline and it's a guideline</p> <p>21 that is passed through a message. The</p> <p>22 function of Chargeurs, S.A. and indeed the</p> <p>23 function of the group at Chargeurs, S.A. is</p> <p>24 a very decentralized one, and so each</p> <p>25 subsidiary has its own domain of competence,</p> | <p>1 Defait</p> <p>2 Chargeurs has a message which it seeks to</p> <p>3 pass, it communicates it through internal</p> <p>4 challenges through in fact the general</p> <p>5 managers of the respective divisions.</p> <p>6 Q. I think you said internal</p> <p>7 challenges --</p> <p>8 MS. MORGAN: I don't think she</p> <p>9 was done with her answer.</p> <p>10 Q. Were you done with your answer?</p> <p>11 A. Yes, I finished.</p> <p>12 Q. How is that vision communicated</p> <p>13 through internal channels?</p> <p>14 A. This is a message which is</p> <p>15 passed on by the CEO to the heads of the</p> <p>16 respective divisions, that is, to the</p> <p>17 general managers, and then they in turn must</p> <p>18 communicate this message to the subsidiaries,</p> <p>19 it's purely a vision, it's purely a message,</p> <p>20 in no way is a decision taken on a given</p> <p>21 subject. It's the divisions that are free</p> <p>22 and independent in defining themselves,</p> <p>23 their marketing or their business strategies.</p> <p>24 Q. How and when is the message</p> <p>25 passed on by the CEO to the division heads?</p> |

14 (Pages 218 to 221)

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| <p style="text-align: right;">Page 222</p> <p>1 Defait</p> <p>2 A. At the seminar in New York and</p> <p>3 then via the reference document which must</p> <p>4 carry this message and which expresses it</p> <p>5 very clearly.</p> <p>6 Q. The seminar in New York, is that</p> <p>7 the strategic seminar that we discussed</p> <p>8 yesterday?</p> <p>9 A. Yes.</p> <p>10 Q. Does Chargeurs, S.A. discuss</p> <p>11 with its division heads the vision that must</p> <p>12 be carried out at meetings of the executive</p> <p>13 committee?</p> <p>14 THE INTERPRETER: I would like</p> <p>15 to -- the interpreter would like to</p> <p>16 reformulate the question.</p> <p>17 A. I don't know because I don't</p> <p>18 attend those meetings.</p> <p>19 Q. Who would know?</p> <p>20 A. Everybody who participates in</p> <p>21 these executive committees.</p> <p>22 Q. How many people from Chargeurs,</p> <p>23 S.A. participate in those executive committee</p> <p>24 meetings? I just want to know a number.</p> <p>25 A. Four.</p> | <p style="text-align: right;">Page 224</p> <p>1 Defait</p> <p>2 A. No as in I don't know all the</p> <p>3 steps, so I can't answer the question.</p> <p>4 Q. Do you know any of the steps?</p> <p>5 A. No.</p> <p>6 Q. Walk me through what the various</p> <p>7 quality control steps are that Wujiang</p> <p>8 undertakes with respect to its interlining.</p> <p>9 A. I don't understand what you mean</p> <p>10 when you say walk me through.</p> <p>11 Q. I'll come back to that in a</p> <p>12 second.</p> <p>13 Did you speak to anyone at</p> <p>14 Wujiang about what marketing activities they</p> <p>15 undertake in preparing for this deposition?</p> <p>16 A. No.</p> <p>17 Q. Did you speak to anyone at</p> <p>18 Wujiang about whether they sell direct to</p> <p>19 customers in preparing for this deposition?</p> <p>20 A. No.</p> <p>21 Q. Did you speak to anyone at</p> <p>22 Wujiang regarding what its steps are in its</p> <p>23 manufacturing process in preparing for this</p> <p>24 deposition?</p> <p>25 A. No.</p> |
| <p style="text-align: right;">Page 223</p> <p>1 Defait</p> <p>2 Q. What marketing activities does</p> <p>3 Wujiang engage in?</p> <p>4 A. I don't know.</p> <p>5 Q. Does Wujiang ever sell products</p> <p>6 direct to customers?</p> <p>7 MS. MORGAN: Asked and answered.</p> <p>8 You can answer again.</p> <p>9 A. I don't know. It's probably the</p> <p>10 case.</p> <p>11 Q. Do you know for sure?</p> <p>12 A. No.</p> <p>13 Q. Walk me through all the steps in</p> <p>14 the manufacturing process at Wujiang.</p> <p>15 A. No.</p> <p>16 Q. Can you answer the question?</p> <p>17 A. It seems that I already answered</p> <p>18 that question. Could you repeat the question?</p> <p>19 Q. Yes. Sorry. Please walk me</p> <p>20 through all the steps in the manufacturing</p> <p>21 process at Wujiang.</p> <p>22 A. No.</p> <p>23 Q. No as in you are refusing to</p> <p>24 answer the question or no as in you don't</p> <p>25 know what those steps are?</p> | <p style="text-align: right;">Page 225</p> <p>1 Defait</p> <p>2 Q. Getting back to a question I</p> <p>3 asked a moment ago, are you aware of any</p> <p>4 steps that Wujiang undertakes when it</p> <p>5 performs quality control, if it does, on</p> <p>6 interlining that it manufactures?</p> <p>7 A. No.</p> <p>8 Q. Did you speak with anyone at</p> <p>9 Wujiang regarding what steps it undertakes</p> <p>10 in its quality control process for interlining</p> <p>11 in preparing for this deposition?</p> <p>12 A. No.</p> <p>13 MS. MORGAN: Are you okay?</p> <p>14 We've been going for about an hour and</p> <p>15 20 minutes.</p> <p>16 Q. Do you want to take a break,</p> <p>17 Ms. Defait, or do you want to keep going?</p> <p>18 It's up to you.</p> <p>19 A. We can continue.</p> <p>20 MR. D'ANGELO: Let's mark the</p> <p>21 next exhibit, please. It's Chargeurs</p> <p>22 12.</p> <p>23 (Chargeurs Exhibit 12, 10-page</p> <p>24 document produced in native format</p> <p>25 bearing production number LDP003382,</p> |

15 (Pages 222 to 225)

| Page 226 | Page 228 |
|---|--|
| <p>1 Defait</p> <p>2 marked for identification, as of this</p> <p>3 date.)</p> <p>4 Q. Please take a moment, Ms. Defait,</p> <p>5 and take a look at that document.</p> <p>6 MR. D'ANGELO: And while the</p> <p>7 witness is reviewing, I will note for</p> <p>8 the record that Exhibit 12 is Bates</p> <p>9 stamped LDP003382. It's a document</p> <p>10 that was produced in native form and it</p> <p>11 appears in Exhibit 12 as an English</p> <p>12 translation followed by the Chinese</p> <p>13 language original that was produced in</p> <p>14 native form followed by a translation</p> <p>15 certification.</p> <p>16 MR. NIEDERER: Frank, I don't</p> <p>17 have the Chinese version. Was that</p> <p>18 part of the exhibit? I don't think I</p> <p>19 do.</p> <p>20 MR. D'ANGELO: It does look like</p> <p>21 it's missing, so we will make an effort</p> <p>22 to add it on one of the breaks.</p> <p>23 MR. NIEDERER: Yes. Well, the</p> <p>24 certification has the Bates stamp</p> <p>25 range, right, whatever that is. Yes.</p> | <p>1 Defait</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Both those people work at</p> <p>5 Wujiang; correct?</p> <p>6 A. Yes.</p> <p>7 Q. I will represent to you that</p> <p>8 this document was produced by Chargeurs'</p> <p>9 attorneys. Do you know how this document</p> <p>10 was obtained?</p> <p>11 A. No.</p> <p>12 Q. The bottom of the first page</p> <p>13 indicates that message is being forwarded by</p> <p>14 Mr. Tse.</p> <p>15 Do you see that?</p> <p>16 A. Yes.</p> <p>17 Q. If you could turn to the second,</p> <p>18 rather, the third page of the exhibit, but</p> <p>19 the page with the number 2 on the bottom of</p> <p>20 it, and there's some text on the top of the</p> <p>21 page, and it says Manager Xie, spelled</p> <p>22 X-I-E, following is the QC report for the</p> <p>23 final products for the three lot numbers</p> <p>24 about which the customer has complained. As</p> <p>25 you can see, the degree of bonding was still</p> |
| Page 227 | Page 229 |
| <p>1 Defait</p> <p>2 Okay.</p> <p>3 MR. D'ANGELO: Well, the Bates</p> <p>4 stamp appears on the first page of the</p> <p>5 document, first page of the exhibit.</p> <p>6 MR. NIEDERER: Yes. I'm good.</p> <p>7 Thank you.</p> <p>8 (Witness reviewing document.)</p> <p>9 Q. Have you had a chance to look at</p> <p>10 that, Ms. Defait?</p> <p>11 A. I've looked it over, but I didn't</p> <p>12 read it line by line.</p> <p>13 Q. Have you seen this document</p> <p>14 before?</p> <p>15 A. No.</p> <p>16 Q. Was this document shown to you</p> <p>17 during your deposition preparation?</p> <p>18 A. No.</p> <p>19 Q. The second page of the exhibit</p> <p>20 which has number 1 on the bottom -- do you</p> <p>21 see that?</p> <p>22 A. Yes.</p> <p>23 Q. -- the top of the e-mail</p> <p>24 indicates that it's an e-mail from Emanuel</p> <p>25 Tse to Dongqing Gui.</p> | <p>1 Defait</p> <p>2 quite high. Why don't we just let the</p> <p>3 translator translate that.</p> <p>4 MR. D'ANGELO: Have you</p> <p>5 translated that?</p> <p>6 THE INTERPRETER: Yes.</p> <p>7 MR. D'ANGELO: Okay.</p> <p>8 Q. And you see there's a chart that</p> <p>9 follows that text.</p> <p>10 Does that chart in fact represent</p> <p>11 a QC report?</p> <p>12 A. So according to the e-mail</p> <p>13 introducing the chart, it is from Zhang</p> <p>14 Hongyun and the e-mail address is a CFT</p> <p>15 e-mail address and it is announcing quality</p> <p>16 control report, but I don't have the</p> <p>17 knowledge sufficient to discuss it, the</p> <p>18 competence to discuss it.</p> <p>19 Q. Turn to the page that has number</p> <p>20 5 at the bottom. It actually begins on the</p> <p>21 bottom of the page with the number 4 on the</p> <p>22 bottom, it's an e-mail from Dong Gui to</p> <p>23 Barry Diamond. Okay. And then if you turn</p> <p>24 to the page with the number 5 at the bottom,</p> <p>25 about halfway down the page in the middle of</p> |

16 (Pages 226 to 229)

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| <p style="text-align: right;">Page 230</p> <p>1 Defait</p> <p>2 that e-mail, there's a bullet point, it says</p> <p>3 3069/23 Hickey Freeman issue.</p> <p>4 Do you see that?</p> <p>5 A. I see.</p> <p>6 Q. And it says: Fran and you still</p> <p>7 did not report the lot number from HF. I</p> <p>8 did not see in the report. You have to</p> <p>9 figure out which lot was concerned.</p> <p>10 Do you see that? Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. When he says I did not see in</p> <p>13 the report, do you know what report he's</p> <p>14 referring to?</p> <p>15 A. It's an e-mail which I've just</p> <p>16 seen now, but it does mention a report, but</p> <p>17 outside of that very context, I can't say</p> <p>18 what report it's referring to.</p> <p>19 Q. And then if you can turn back to</p> <p>20 the page that has the number 3 on the</p> <p>21 bottom, it's Mr. Diamond's response to</p> <p>22 Mr. Gui. On the bottom of the page, it</p> <p>23 says: Hi, Dong. Please note the lot</p> <p>24 numbers in question are 002328, 002464 in</p> <p>25 black.</p> | <p style="text-align: right;">Page 232</p> <p>1 Defait</p> <p>2 to the chart that we saw earlier.</p> <p>3 Do you see how on the left-hand</p> <p>4 column it says Article Name and then it's</p> <p>5 followed by 3069/23?</p> <p>6 MR. D'ANGELO: For the record,</p> <p>7 it's 3069/23.</p> <p>8 A. I see it.</p> <p>9 Q. Okay.</p> <p>10 That's the model of interlining</p> <p>11 that Hickey Freeman complained about here in</p> <p>12 this case; correct?</p> <p>13 A. I don't know.</p> <p>14 Q. And in the column where it says</p> <p>15 Date, do you see there's various dates</p> <p>16 listed? Do you see those dates?</p> <p>17 A. Yes.</p> <p>18 Q. Do you have any idea what those</p> <p>19 dates mean, if it indicates when interlining</p> <p>20 was manufactured, when it was tested, if it</p> <p>21 means anything else entirely?</p> <p>22 A. I don't know.</p> <p>23 Q. And do you see where it says</p> <p>24 Order Number, it's the fifth column from the</p> <p>25 left?</p> |
| <p style="text-align: right;">Page 231</p> <p>1 Defait</p> <p>2 And then at the top of the next</p> <p>3 page it says: And white 002050.</p> <p>4 Do you see that, Ms. Defait?</p> <p>5 A. Yes, I see.</p> <p>6 Q. Are those lot numbers of</p> <p>7 interlining that was shipped to Hickey Freeman?</p> <p>8 I don't want you to guess,</p> <p>9 Ms. Defait, so if you don't know you can</p> <p>10 tell me, but if you do know, please let me</p> <p>11 know.</p> <p>12 A. I don't know. I would have to</p> <p>13 read all of the various e-mail exchanges in</p> <p>14 order to understand what this is -- a little</p> <p>15 more about what this is about. And then I</p> <p>16 would be able to determine whether I could</p> <p>17 answer your question.</p> <p>18 Q. With respect to the lots of</p> <p>19 interlining that Wujiang sells, do you know</p> <p>20 if a particular lot of interlining can have</p> <p>21 multiple models of interlining or if they</p> <p>22 can only have one model of interlining?</p> <p>23 A. I don't know.</p> <p>24 Q. If you can flip back to the page</p> <p>25 with the number 2 on the bottom of it, back</p> | <p style="text-align: right;">Page 233</p> <p>1 Defait</p> <p>2 A. I see.</p> <p>3 Q. Do you know what that means?</p> <p>4 A. I just see that it's got an</p> <p>5 order number.</p> <p>6 Q. Do you know what that means,</p> <p>7 what order number that references?</p> <p>8 A. No, I don't.</p> <p>9 Q. And then two columns over where</p> <p>10 it says Inspector at the top and then</p> <p>11 Checker right underneath, do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Do you have any idea what those</p> <p>14 letters are that are listed below in that</p> <p>15 column?</p> <p>16 A. No. I could only surmise.</p> <p>17 Q. And the next column, Piece</p> <p>18 Number, do you have any idea what that means?</p> <p>19 A. Yes, I see.</p> <p>20 Q. Do you have any idea what that</p> <p>21 means?</p> <p>22 A. No, I can only surmise.</p> <p>23 Q. And then in the next group of</p> <p>24 columns, it says Total Weight at the top.</p> <p>25 Do you see that?</p> |

17 (Pages 230 to 233)

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| <p style="text-align: right;">Page 234</p> <p>1 Defait</p> <p>2 A. Yes.</p> <p>3 Q. Do you have any idea how that</p> <p>4 measurement is taken?</p> <p>5 A. No.</p> <p>6 Q. And then within that column it</p> <p>7 says Standard, Average Value and R, those</p> <p>8 are the last three columns under Total Weight.</p> <p>9 Do you see that?</p> <p>10 A. I see.</p> <p>11 Q. Do you have any information as</p> <p>12 to what the significance is of a designation</p> <p>13 R, what that means?</p> <p>14 A. No.</p> <p>15 Q. And do you have any</p> <p>16 understanding as to what the significance of</p> <p>17 the values under Standard and Average Value</p> <p>18 and what if means if they're different?</p> <p>19 A. No.</p> <p>20 Q. The next set of columns, it says</p> <p>21 Bonding at the top.</p> <p>22 Do you see that?</p> <p>23 A. I do see it.</p> <p>24 Q. Do you have any idea how that</p> <p>25 measurement is taken?</p> | <p style="text-align: right;">Page 236</p> <p>1 Defait</p> <p>2 A. No.</p> <p>3 Q. Do you have any information as</p> <p>4 to whether those values -- strike that.</p> <p>5 Do you have any information as</p> <p>6 to whether there's any standard value that</p> <p>7 the values reflected here should meet?</p> <p>8 A. No.</p> <p>9 Q. The next two columns are grouped</p> <p>10 under a title Heat Stability.</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Do you know what that refers to</p> <p>14 or how those measurements are taken?</p> <p>15 A. No.</p> <p>16 Q. The next two columns are grouped</p> <p>17 under the heading KES.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Do you know what that is?</p> <p>21 A. No.</p> <p>22 Q. All right. You can put that</p> <p>23 aside.</p> <p>24 MR. D'ANGELO: Let's mark the</p> <p>25 next one.</p> |
| <p style="text-align: right;">Page 235</p> <p>1 Defait</p> <p>2 A. No.</p> <p>3 Q. And then in the next column</p> <p>4 after Bonding it says Percentage of Glue</p> <p>5 Spots Transferred to Material followed by a</p> <p>6 percent sign.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Do you have any idea how that</p> <p>10 measurement is taken?</p> <p>11 A. No.</p> <p>12 Q. And then next to that it says</p> <p>13 Glue Penetration, in parentheses G/CM and</p> <p>14 then under that it says Strick-Back, it's</p> <p>15 spelled S-T-R-I-C-K dash B-A-C-K.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Do you have any idea what that</p> <p>19 means?</p> <p>20 A. No.</p> <p>21 Q. Do you have any idea how those</p> <p>22 measurements are taken?</p> <p>23 A. No.</p> <p>24 Q. Do you know why there are values</p> <p>25 listed in some rows, but not others?</p> | <p style="text-align: right;">Page 237</p> <p>1 Defait</p> <p>2 (Chargeurs Exhibit 13,</p> <p>3 three-page document entitled Daily</p> <p>4 Production Laboratory Test Report</p> <p>5 bearing production numbers LDP003204,</p> <p>6 marked for identification, as of this</p> <p>7 date.)</p> <p>8 MR. D'ANGELO: While the witness</p> <p>9 is taking a look at that, Exhibit 13 is</p> <p>10 a document that was produced with the</p> <p>11 Bates stamp LDP003204, it's an English</p> <p>12 translation on the first page followed</p> <p>13 by the Chinese language original</p> <p>14 followed by a translation certificate.</p> <p>15 Q. Ms. Defait, at the top of the</p> <p>16 page here, the one holding the exhibit</p> <p>17 length-wise, it says Lainiere de Picardie</p> <p>18 (Wujiang) Textiles Co., Ltd.</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. And below that it says Daily</p> <p>22 Production Laboratory Test Report.</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Do you have any independent</p> |

18 (Pages 234 to 237)

| Page 238 | Page 240 |
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| <p>1 Defait</p> <p>2 knowledge other than looking at this report</p> <p>3 as to whether this is actually a daily</p> <p>4 laboratory production chart?</p> <p>5 A. No. I can see what is written</p> <p>6 there, it says lab test report, but it's the</p> <p>7 first time I see it, so I don't know where</p> <p>8 it's from and I can only surmise it's from</p> <p>9 LP Wujiang or it involves LP Wujiang.</p> <p>10 Q. So you hadn't seen this document</p> <p>11 before I handed it to you, did you?</p> <p>12 A. No.</p> <p>13 Q. And take a look at the second</p> <p>14 page of this exhibit, if you can, Ms. Defait,</p> <p>15 and let me know after looking at this page</p> <p>16 if you still think you haven't seen this</p> <p>17 document before right now.</p> <p>18 A. No.</p> <p>19 Q. And flipping back to the first</p> <p>20 page, can you tell me, do you know how this</p> <p>21 document is generated?</p> <p>22 A. No.</p> <p>23 Q. Do you know who generated it?</p> <p>24 A. No.</p> <p>25 Q. Do you know if in fact Wujiang</p> | <p>1 Defait</p> <p>2 CONTINUED BY MR. D'ANGELO:</p> <p>3 Q. Ms. Defait, welcome back.</p> <p>4 You understand you're still</p> <p>5 under oath, Ms. Defait; correct?</p> <p>6 A. Yes.</p> <p>7 Q. We talked a little bit earlier</p> <p>8 about the Model 3069 interlining.</p> <p>9 Do you remember that?</p> <p>10 A. Yes.</p> <p>11 Q. Are you aware of the fact that</p> <p>12 the Model 3069 interlining comes in two</p> <p>13 different mesh designations, a 23 mesh and a</p> <p>14 30 mesh? Are you aware of that?</p> <p>15 A. No, I do not know that.</p> <p>16 Q. Do you understand what I mean</p> <p>17 when I say mesh size or mesh designation?</p> <p>18 A. No. Not exactly.</p> <p>19 Q. Do you know if the Model 3069</p> <p>20 interlining has ever been referred to by</p> <p>21 some other model number, something other</p> <p>22 than 3069?</p> <p>23 A. No.</p> <p>24 Q. Do you know if Wujiang ever</p> <p>25 mislabeled the Model 3069 interlining and</p> |
| Page 239 | Page 241 |
| <p>1 Defait</p> <p>2 conducts daily reports -- generates reports</p> <p>3 on a daily basis?</p> <p>4 A. I don't know.</p> <p>5 Q. Do you know if it tests each</p> <p>6 model of interlining daily?</p> <p>7 MS. MORGAN: Objection to the</p> <p>8 form. You may answer.</p> <p>9 A. I don't know.</p> <p>10 Q. And taking a look at this, you</p> <p>11 would agree that it looks similar to the last</p> <p>12 chart that we took a look at in Exhibit 12?</p> <p>13 A. That's right.</p> <p>14 Q. Do you have any information</p> <p>15 about the data reflected in the columns here</p> <p>16 or how that data is generated? And you</p> <p>17 could take your time and look it over.</p> <p>18 A. No, I don't.</p> <p>19 MR. D'ANGELO: Can we go off the</p> <p>20 record for a moment?</p> <p>21 (Whereupon, a discussion was</p> <p>22 held off the record.)</p> <p>23 (Time noted: 12:39 p.m.)</p> <p>24 (Lunch recess taken.)</p> <p>25 (Time resumed: 1:57 p.m.)</p> | <p>1 Defait</p> <p>2 labeled it with some other model number by</p> <p>3 mistake?</p> <p>4 A. No, I don't.</p> <p>5 Q. Has Wujiang ever taken the 3069</p> <p>6 model and intentionally mislabeled it or</p> <p>7 labeled it with a different label number</p> <p>8 than 3069?</p> <p>9 MR. NIEDERER: Can you please</p> <p>10 read that back?</p> <p>11 (Whereupon, the requested</p> <p>12 portion of the record was read back</p> <p>13 by the reporter.)</p> <p>14 A. No.</p> <p>15 Q. No as in they have not or no,</p> <p>16 you don't know?</p> <p>17 A. I don't know.</p> <p>18 Q. Has Wujiang ever asked Chargeurs</p> <p>19 Interlining HK Ltd. to label a particular</p> <p>20 model of interlining as a different model</p> <p>21 from what it actually is?</p> <p>22 A. I don't know.</p> <p>23 (Chargeurs Exhibit 14,</p> <p>24 e-mail chain bearing production</p> <p>25 numbers VERATEX SUPP.003329 -</p> |

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| <p style="text-align: right;">Page 242</p> <p>1 Defait</p> <p>2 VERATEX SUPP.003398, marked for</p> <p>3 identification, as of this date.)</p> <p>4 Q. Take a look at that, Ms. Defait.</p> <p>5 MR. D'ANGELO: For the record,</p> <p>6 Exhibit 14 is Bates stamped VERATEX</p> <p>7 SUPP 3329 through 3398, and it appears</p> <p>8 to be a fairly large exhibit, but the</p> <p>9 last 20 to 30 pages have one vertical</p> <p>10 line of text, so it's actually much</p> <p>11 shorter than that in reality.</p> <p>12 (Witness reviewing document.)</p> <p>13 Q. Directing your attention to the</p> <p>14 page that has the Bates No. 3332 at the</p> <p>15 bottom, it's the fourth page in the exhibit.</p> <p>16 Let me start by asking this, Ms.</p> <p>17 Defait. Have you ever seen this document</p> <p>18 before right now?</p> <p>19 A. No, I haven't.</p> <p>20 Q. On this page there's an e-mail</p> <p>21 from Dong Gui to Mark Diamond on September</p> <p>22 17, 2017 and the e-mail from Mr. Gui</p> <p>23 references a style number 3069/23.</p> <p>24 Do you see that?</p> <p>25 A. Yes, I see it.</p> | <p style="text-align: right;">Page 244</p> <p>1 Defait</p> <p>2 And then below that it appears</p> <p>3 the word description and two lines below</p> <p>4 that a number designation which says</p> <p>5 3069/30.</p> <p>6 Do you see that?</p> <p>7 A. Mm-hmm.</p> <p>8 Q. Do you have any idea why Ms. Zhu</p> <p>9 is saying that she thinks the label should</p> <p>10 say 3060 instead of 3069?</p> <p>11 A. No. It's the first time I see</p> <p>12 this e-mail and I don't know the reason that</p> <p>13 this person, Linda Zhu, thinks that the</p> <p>14 label should be this number here.</p> <p>15 Q. Turning to the first page of the</p> <p>16 exhibit, there's an e-mail on the bottom of</p> <p>17 the page from Mark Diamond to Linda Zhu. It</p> <p>18 says: Hi, Linda. It used to be 3069. I</p> <p>19 think it was changed to 3060 recently.</p> <p>20 Do you see that, Ms. Defait?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know whether in fact the</p> <p>23 Model 3069 used to be 3069 but was changed</p> <p>24 to 3060, do you know if that's true?</p> <p>25 A. No, I didn't know that.</p> |
| <p style="text-align: right;">Page 243</p> <p>1 Defait</p> <p>2 Q. Do you know who Mr. Gui is?</p> <p>3 A. Gui.</p> <p>4 Q. Excuse me. Dong Gui. Do you</p> <p>5 know Mr. Gui?</p> <p>6 A. Yes, I know that he works for LP</p> <p>7 Wujiang.</p> <p>8 Q. Do you know what his position is</p> <p>9 there?</p> <p>10 A. I'm not sure.</p> <p>11 Q. Do you know who Mark Diamond is?</p> <p>12 A. I don't know who he is, but he</p> <p>13 works for Veratex. I can see from this</p> <p>14 e-mail that he does.</p> <p>15 Q. If you can turn to the page with</p> <p>16 330 at the bottom, it's the second page of</p> <p>17 the exhibit, and there's an e-mail to</p> <p>18 Mr. Diamond from Linda Zhu, Z-H-U.</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Do you know who Ms. Zhu is?</p> <p>22 A. No.</p> <p>23 Q. The e-mail from Linda Zhu, it</p> <p>24 says: Dear Mark: I think the label should</p> <p>25 be 3060/30 black. Is it correct?</p> | <p style="text-align: right;">Page 245</p> <p>1 Defait</p> <p>2 Q. At the top of the first page</p> <p>3 here, there's an e-mail from Ms. Zhu saying:</p> <p>4 Dear Mark: Well received with thanks.</p> <p>5 It says: Now we have stock from</p> <p>6 3060. Today we send the samples from bulk</p> <p>7 including 3069.</p> <p>8 Do you see that?</p> <p>9 A. Yes, I see it.</p> <p>10 Q. Do you have any idea if she's</p> <p>11 referring to the 3069 as part of the 3060</p> <p>12 that was in stock or if she's referring to</p> <p>13 3069 as something else entirely?</p> <p>14 A. Once again, I am just seeing</p> <p>15 this e-mail for the first time. I don't</p> <p>16 know what the context is and I don't know</p> <p>17 what she's referring to.</p> <p>18 Q. And you see below the e-mail</p> <p>19 text there's a chart and there's a label --</p> <p>20 excuse me -- there's a column D which says</p> <p>21 Product and a column E which says Customer</p> <p>22 Label? Do you see that?</p> <p>23 A. Yes, I see that.</p> <p>24 Q. And do you see how the last two</p> <p>25 rows listed, under product it says 3069/30,</p> |

| Page 246 | Page 248 |
|---|---|
| <p>1 Defait</p> <p>2 then under customer label it says 3060/30?</p> <p>3 A. I see.</p> <p>4 Q. Do you have any idea as to why</p> <p>5 that is?</p> <p>6 A. No.</p> <p>7 Q. Do you have any idea as to what</p> <p>8 the difference is, if any, between the</p> <p>9 product and a customer label as far as it's</p> <p>10 used by Wujiang?</p> <p>11 A. No, I don't.</p> <p>12 Q. Since 2016, has Wujiang ever</p> <p>13 outsourced any part of its manufacturing</p> <p>14 process to any third party?</p> <p>15 A. I don't know.</p> <p>16 Q. Has it ever had a third party</p> <p>17 apply a resin or a coating to the interlining</p> <p>18 it manufactures?</p> <p>19 A. I don't know.</p> <p>20 MR. D'ANGELO: Next exhibit, 15,</p> <p>21 please.</p> <p>22 (Chargeurs Exhibit 15, e-mail</p> <p>23 chain bearing production numbers</p> <p>24 LDP001846-LDP001849, marked for</p> <p>25 identification, as of this date.)</p> | <p>1 Defait</p> <p>2 Q. Was he there in 2016, to the</p> <p>3 best of your knowledge?</p> <p>4 A. I can't say. I can't confirm</p> <p>5 that.</p> <p>6 Q. This e-mail here in the middle</p> <p>7 of the first page from Mr. Gui, it says:</p> <p>8 Dear John, regarding the new shipment, by</p> <p>9 air and by sea, our inspection was very</p> <p>10 minutious -- it's a word I'm not familiar</p> <p>11 with, it's spelled M-I-N-U-T-I-O-U-S-E --</p> <p>12 meticulous. The next line says: We cannot</p> <p>13 make rolls with zero deffect -- defect</p> <p>14 spelled D-E-F-F-E-C-T -- it is almost</p> <p>15 impossible unless to having many cuts in one</p> <p>16 roll.</p> <p>17 That's a sic?</p> <p>18 Do you see that, Ms. Defait?</p> <p>19 A. Yes, I see it.</p> <p>20 Q. Is it true that Wujiang cannot</p> <p>21 make rolls of interlining with zero defects?</p> <p>22 A. I can see what is written in the</p> <p>23 e-mail from Dong Gui, but I don't know what</p> <p>24 the reference is to, it's the first time I</p> <p>25 see this e-mail, and I don't know what zero</p> |
| Page 247 | Page 249 |
| <p>1 Defait</p> <p>2 Q. Take a moment and review that</p> <p>3 document, please, Ms. Defait, it's Bates</p> <p>4 stamped LDP0046 through 49.</p> <p>5 (Witness reviewing document.)</p> <p>6 Q. Have you ever seen that document</p> <p>7 before right now?</p> <p>8 A. No, it's the first time I see it.</p> <p>9 Q. You didn't see this in deposition</p> <p>10 prep?</p> <p>11 A. No.</p> <p>12 Q. There is an e-mail in the middle</p> <p>13 of the first page here, it's a June 29, 2016</p> <p>14 e-mail from Dong Gui to John Huss.</p> <p>15 A. I see.</p> <p>16 Q. Mr. Huss, he was the president</p> <p>17 of LP Inc.; correct?</p> <p>18 A. To which period are you referring</p> <p>19 to?</p> <p>20 Q. Was he ever the president of LP</p> <p>21 Inc.?</p> <p>22 A. Yes.</p> <p>23 Q. When?</p> <p>24 A. I don't know the exact period,</p> <p>25 but I know that he had been.</p> | <p>1 Defait</p> <p>2 defect means here.</p> <p>3 Q. So the answer to my question is</p> <p>4 you don't know?</p> <p>5 MS. MORGAN: Objection to the</p> <p>6 form. You can answer.</p> <p>7 A. Could you please repeat the</p> <p>8 initial question?</p> <p>9 Q. Yes.</p> <p>10 The initial question was: Is it</p> <p>11 true that Wujiang cannot make rolls of</p> <p>12 interlining with zero defects?</p> <p>13 A. I can't give a yes or no answer</p> <p>14 on the basis of this single e-mail when I'm</p> <p>15 seeing it for the first time and I don't</p> <p>16 know what it's referring to.</p> <p>17 Q. So if you can't say yes and you</p> <p>18 can't say no, is it fair to say that you</p> <p>19 don't know?</p> <p>20 MS. MORGAN: Objection to the</p> <p>21 form. You can answer.</p> <p>22 MR. D'ANGELO: Let the record</p> <p>23 reflect the witness is asking for a</p> <p>24 retranslation.</p> <p>25 (Interpreter repeats question.)</p> |

21 (Pages 246 to 249)

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| <p>1 Defait</p> <p>2 A. Yes, I don't know.</p> <p>3 Q. I think when we were here</p> <p>4 yesterday you testified that Chargeurs, S.A.</p> <p>5 hired a law firm, outside law firm to</p> <p>6 represent it in connection with this</p> <p>7 litigation in May of 2017; is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. That was Fox Rothschild; correct?</p> <p>10 A. Yes.</p> <p>11 Q. Was there another law firm that</p> <p>12 represented Chargeurs, S.A. in connection</p> <p>13 with this lawsuit prior to Fox Rothschild?</p> <p>14 A. No.</p> <p>15 Q. Was that Chargeurs, S.A. that</p> <p>16 hired Fox Rothschild or was that Chargeurs,</p> <p>17 S.A.'s insurer?</p> <p>18 A. It's Chargeurs, S.A. that</p> <p>19 appointed Fox Rothschild.</p> <p>20 Q. In May 2017; right?</p> <p>21 A. I can't say whether it was in</p> <p>22 May or June of 2017.</p> <p>23 Q. Okay.</p> <p>24 Prior to retaining Fox</p> <p>25 Rothschild, did Chargeurs, S.A. undertake</p> | <p>1 Defait</p> <p>2 like that?</p> <p>3 A. No.</p> <p>4 Q. Prior to retaining Fox Rothschild,</p> <p>5 did Chargeurs, S.A. direct anyone within the</p> <p>6 Chargeurs group or request that anyone</p> <p>7 within the Chargeurs group meet with Hickey</p> <p>8 Freeman to discuss this issue?</p> <p>9 A. No.</p> <p>10 Q. Do you know when Wujiang first</p> <p>11 retained counsel in connection with this</p> <p>12 lawsuit?</p> <p>13 A. So specifically on this point, I</p> <p>14 would like to correct the statement that I</p> <p>15 made yesterday because thinking about this</p> <p>16 question, to my knowledge, I don't know if</p> <p>17 LP Wujiang retained the services of a lawyer.</p> <p>18 Q. Did you change your mind after</p> <p>19 talking with counsel last night?</p> <p>20 MS. MORGAN: Objection to the</p> <p>21 form. I'll direct you not to answer</p> <p>22 that since it's seeking conversation</p> <p>23 between attorneys and their client.</p> <p>24 MR. D'ANGELO: It's not -- it's</p> <p>25 a temporal question.</p> |
| Page 251 | Page 253 |
| <p>1 Defait</p> <p>2 any investigation to the claims that Hickey</p> <p>3 Freeman was making with respect to the</p> <p>4 allegedly defective interlining?</p> <p>5 A. What do you mean by investigation?</p> <p>6 Q. What I mean is did Chargeurs</p> <p>7 undertake to determine what happened as far</p> <p>8 as, for example, who manufactured the</p> <p>9 interlining, whether the interlining was</p> <p>10 defective, to test the interlining and see</p> <p>11 if what Hickey Freeman was saying about it</p> <p>12 was true, anything like that?</p> <p>13 A. And the question was before</p> <p>14 retaining Fox Rothschild?</p> <p>15 Q. Correct.</p> <p>16 A. No.</p> <p>17 Q. And prior to retaining Fox</p> <p>18 Rothschild, did Chargeurs, S.A. either</p> <p>19 undertake or request Wujiang to undertake</p> <p>20 any investigation like that?</p> <p>21 A. No.</p> <p>22 Q. Prior to retaining Fox Rothschild,</p> <p>23 did Chargeurs, S.A. direct or request anyone</p> <p>24 at Chargeurs Entoilage or Fitexin to perform</p> <p>25 or cause to be performed any investigation</p> | <p>1 Defait</p> <p>2 Q. Did you change your mind after</p> <p>3 talking with counsel last night? Please</p> <p>4 answer my question.</p> <p>5 MR. D'ANGELO: You can answer</p> <p>6 with a yes or no if after any</p> <p>7 discussions in the temporal sense, but</p> <p>8 not with regard to any substance of any</p> <p>9 conversations you've had with Fox</p> <p>10 Rothschild.</p> <p>11 A. Yes.</p> <p>12 Q. What caused you to change your</p> <p>13 mind?</p> <p>14 MS. MORGAN: Objection to the</p> <p>15 extent that the testimony would require</p> <p>16 any conversations with Fox Rothschild</p> <p>17 attorneys. Otherwise, you can answer.</p> <p>18 MR. D'ANGELO: Would require any</p> <p>19 conversations? What does that mean?</p> <p>20 MS. MORGAN: Well, your question</p> <p>21 was --</p> <p>22 MR. D'ANGELO: Does that mean</p> <p>23 you require her to have a conversation</p> <p>24 with you now?</p> <p>25 MS. MORGAN: Excuse me?</p> |

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|---|---|
| <p>1 Defait</p> <p>2 MR. D'ANGELO: You said objection</p> <p>3 to the extent that the testimony would</p> <p>4 require any conversations with counsel.</p> <p>5 MS. MORGAN: Your question</p> <p>6 was --</p> <p>7 MR. D'ANGELO: I just want to</p> <p>8 know what you meant.</p> <p>9 MS. MORGAN: Yes. But my</p> <p>10 answering that question will help if</p> <p>11 you repeat what your question was</p> <p>12 because I think you were asking for</p> <p>13 what form the basis of her changing of</p> <p>14 her mind and that's another way of</p> <p>15 potentially asking about the substance</p> <p>16 of conversations with counsel.</p> <p>17 MR. D'ANGELO: Well, the witness</p> <p>18 said something yesterday and now she's</p> <p>19 saying something different, so I want</p> <p>20 to know why she's saying something</p> <p>21 different now.</p> <p>22 MS. MORGAN: Well, to the extent</p> <p>23 you can -- my objection stands that to</p> <p>24 the extent that it would require her to</p> <p>25 disclose any conversations with</p> | <p>1 Defait</p> <p>2 the question yesterday about LP Wujiang, I</p> <p>3 answered a little abruptly, and then I</p> <p>4 remembered in fact that LP Wujiang should</p> <p>5 not have had a lawyer because they were not</p> <p>6 formally subpoenaed in the case.</p> <p>7 Q. Do you get mixed up between the</p> <p>8 Chargeurs companies?</p> <p>9 A. Never.</p> <p>10 Q. You never find it hard to keep</p> <p>11 them straight?</p> <p>12 A. No. All the names are quite</p> <p>13 different from each other, so the answer is</p> <p>14 no. Yesterday's confusion is due to the</p> <p>15 fact -- is due to the specific context of</p> <p>16 the deposition in which I was answering</p> <p>17 questions.</p> <p>18 Q. Oh, so yesterday was the only</p> <p>19 time you've ever mixed up these companies?</p> <p>20 A. Yes. Only in the context of the</p> <p>21 specific question that I had been asked</p> <p>22 yesterday.</p> <p>23 Q. Why did you think yesterday that</p> <p>24 Wujiang hired attorneys?</p> <p>25 A. LP Wujiang was named in the</p> |
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| <p>1 Defait</p> <p>2 counsel, I'm directing her not to</p> <p>3 respond. If there's another reason,</p> <p>4 she can answer without disclosing</p> <p>5 communications with counsel, she can</p> <p>6 respond.</p> <p>7 Q. Do you understand that</p> <p>8 instruction, Ms. Defait?</p> <p>9 THE INTERPRETER: The</p> <p>10 translator, should I translate the</p> <p>11 last --</p> <p>12 MS. MORGAN: Yes. The last</p> <p>13 instruction.</p> <p>14 THE INTERPRETER: Okay.</p> <p>15 Q. Can you answer my question</p> <p>16 subject to that instruction or not?</p> <p>17 A. So please repeat the initial</p> <p>18 question.</p> <p>19 Q. What caused you to change your</p> <p>20 mind?</p> <p>21 A. According -- yes. So in my</p> <p>22 testimony yesterday, I made some confusion</p> <p>23 between all the different companies, LP BC,</p> <p>24 LP Wujiang, it got mixed up in my mind, and</p> <p>25 in reference to when I -- so when I answered</p> | <p>1 Defait</p> <p>2 case, and so automatically I assumed they</p> <p>3 had a lawyer.</p> <p>4 Q. So you only realized you assumed</p> <p>5 wrong after you spoke with your attorneys?</p> <p>6 MS. MORGAN: Objection to the</p> <p>7 form. You can answer.</p> <p>8 MR. D'ANGELO: What's wrong with</p> <p>9 the form?</p> <p>10 MS. MORGAN: You already asked</p> <p>11 that question and she's already</p> <p>12 answered it.</p> <p>13 Q. You can answer.</p> <p>14 MS. MORGAN: I told her she</p> <p>15 could answer.</p> <p>16 A. Yes.</p> <p>17 Q. Did Wujiang ever examine the</p> <p>18 purportedly defective interlining after</p> <p>19 Hickey Freeman complained about it?</p> <p>20 A. I don't know.</p> <p>21 Q. Did anyone at Fitexin?</p> <p>22 A. I don't know.</p> <p>23 Q. Anyone at Chargeurs Entoilage?</p> <p>24 A. I don't know.</p> <p>25 Q. Did anyone at Wujiang compare</p> |

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| <p>1 Defait</p> <p>2 the allegedly defective interlining against</p> <p>3 prior versions of the same model interlining</p> <p>4 after Hickey Freeman complained about it?</p> <p>5 A. I don't know.</p> <p>6 Q. Anyone at Fitexin do that?</p> <p>7 A. I don't know.</p> <p>8 Q. What about Chargeurs Entoilage?</p> <p>9 A. I don't know.</p> <p>10 Q. Did anyone at Wujiang review</p> <p>11 their manufacturing processes to see what</p> <p>12 happened in response to Hickey Freeman's</p> <p>13 complaint about the interlining in this case?</p> <p>14 MS. MORGAN: Can you repeat that</p> <p>15 question, please?</p> <p>16 (Whereupon, the requested</p> <p>17 portion of the record was read back</p> <p>18 by the reporter.)</p> <p>19 MR. D'ANGELO: I'm going to</p> <p>20 withdraw that question and ask a new</p> <p>21 one.</p> <p>22 Q. Did anyone at Wujiang review</p> <p>23 their manufacturing processes at any point</p> <p>24 in time after Hickey Freeman complained</p> <p>25 about the allegedly defective interlining?</p> | <p>1 Defait</p> <p>2 A. I don't know.</p> <p>3 Q. Was anyone at Wujiang terminated</p> <p>4 because of the complaint that Hickey Freeman</p> <p>5 raised?</p> <p>6 A. I don't know.</p> <p>7 Q. Was anyone at Wujiang terminated</p> <p>8 after Hickey Freeman raised an issue with</p> <p>9 respect to the allegedly defective</p> <p>10 interlining in February of 2017?</p> <p>11 A. I don't know.</p> <p>12 Q. Was anyone within the entire</p> <p>13 Chargeurs group terminated as a result of</p> <p>14 the complaint that Hickey Freeman raised</p> <p>15 with respect to the allegedly defective</p> <p>16 interlining? Any company within the group.</p> <p>17 A. Nobody was dismissed from</p> <p>18 Chargeurs, S.A.</p> <p>19 Q. What about any other company</p> <p>20 within the Chargeurs group?</p> <p>21 A. Nobody was dismissed from</p> <p>22 Chargeurs Boissy.</p> <p>23 Q. You understand I'm asking more</p> <p>24 than just about Chargeurs, S.A. and</p> <p>25 Chargeurs Boissy?</p> |
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| <p>1 Defait</p> <p>2 A. I don't know.</p> <p>3 Q. Did anyone at Fitexin review</p> <p>4 Wujiang's manufacturing processes after</p> <p>5 Hickey Freeman complained about the</p> <p>6 interlining here?</p> <p>7 A. I don't know.</p> <p>8 Q. What about Chargeurs Entoilage?</p> <p>9 A. I don't know.</p> <p>10 Q. Has Wujiang changed the way it</p> <p>11 manufactures the Model 3069 interlining at</p> <p>12 any point in time after February 2017?</p> <p>13 A. I don't know.</p> <p>14 Q. Has Wujiang changed its</p> <p>15 suppliers for the raw materials that go into</p> <p>16 the Model 3069 interlining at any point in</p> <p>17 time after February 2017?</p> <p>18 A. I don't know.</p> <p>19 Q. Has Wujiang changed anything</p> <p>20 about any of its manufacturing processes at</p> <p>21 all for anything since February 2017?</p> <p>22 A. I don't know.</p> <p>23 Q. Has Wujiang changed anything at</p> <p>24 all about its quality control procedures at</p> <p>25 any point in time since February 2017?</p> | <p>1 Defait</p> <p>2 A. As far as the other companies</p> <p>3 go, I don't know.</p> <p>4 Q. Was anyone within the Chargeurs</p> <p>5 group forced to resign as a result of the</p> <p>6 events that Hickey Freeman complained about?</p> <p>7 A. Nobody from Chargeurs, S.A. or</p> <p>8 from Chargeurs Boissy resigned since the</p> <p>9 Hickey Freeman lawsuit in May 2017. As far</p> <p>10 as the other companies go, I don't know.</p> <p>11 Q. Is it Chargeurs, S.A.'s position</p> <p>12 that it's not responsible for the damages</p> <p>13 that Hickey Freeman is claiming in this case?</p> <p>14 A. That's right.</p> <p>15 Q. Tell me all the reasons why.</p> <p>16 MS. MORGAN: Objection to the</p> <p>17 form to the extent that it's calling</p> <p>18 for attorney-client privileged</p> <p>19 communications, including attorney work</p> <p>20 product.</p> <p>21 Let me --</p> <p>22 MR. D'ANGELO: I will note for</p> <p>23 the record in response to that Exhibit</p> <p>24 1, which is the Notice of Deposition,</p> <p>25 Topic 21 is all other facts supporting</p> |

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| <p>1 Defait</p> <p>2 or negating Chargeurs' defenses to the</p> <p>3 allegations in the Complaint. There</p> <p>4 has been no objection raised toward</p> <p>5 that topic, so the witness is required</p> <p>6 to answer my questions that go toward</p> <p>7 that topic, so I can't see how your</p> <p>8 objection is valid regarding that.</p> <p>9 MS. MORGAN: I will note that</p> <p>10 your question is tell me all the</p> <p>11 reasons why, which is broader than that</p> <p>12 topic, and in order to answer that</p> <p>13 question she would be required to</p> <p>14 disclose attorney-client privileged</p> <p>15 communications, and I would direct her</p> <p>16 not to answer that. If you want to</p> <p>17 narrow your question. . .</p> <p>18 Q. What's Chargeurs, S.A.'s basis</p> <p>19 for saying it's not responsible for the</p> <p>20 damages that Hickey Freeman is claiming?</p> <p>21 A. It's because Chargeurs, S.A. has</p> <p>22 never had any relationship whatsoever, any</p> <p>23 business relationship with Hickey Freeman.</p> <p>24 Q. Is there any other basis for</p> <p>25 Chargeurs, S.A.'s sake that it's not</p> | <p>1 Defait</p> <p>2 A. What I had said was that</p> <p>3 Chargeurs itself had not delivered any</p> <p>4 products and, therefore, it did not deliver</p> <p>5 any defective products, but I haven't said</p> <p>6 and here I would need some clarification on</p> <p>7 the actual products.</p> <p>8 Q. I guess is Chargeurs, S.A.</p> <p>9 taking a position as to whether the products</p> <p>10 were or were not defective?</p> <p>11 A. No. Chargeurs, S.A. today has</p> <p>12 no element to indicate whether these products</p> <p>13 were defective or not.</p> <p>14 Q. Is it Chargeurs's position</p> <p>15 essentially that Hickey Freeman sued the</p> <p>16 wrong party when it sued Chargeurs?</p> <p>17 A. Yes. When it subpoenaed</p> <p>18 Chargeurs, S.A., Chargeurs, S.A. wasn't at</p> <p>19 all concerned by this case.</p> <p>20 Q. Which would have been the right</p> <p>21 party to sue?</p> <p>22 MS. MORGAN: Objection to the</p> <p>23 form and that it's calling for a legal</p> <p>24 conclusion. To the extent that you can</p> <p>25 provide lay testimony or understand his</p> |
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| <p>1 Defait</p> <p>2 responsible for the damages that Hickey</p> <p>3 Freeman is claiming here?</p> <p>4 MS. MORGAN: Objection to the</p> <p>5 question. That would require her to</p> <p>6 disclose attorney-client privileged</p> <p>7 communications.</p> <p>8 Q. I'm asking for the factual bases</p> <p>9 for Chargeurs, S.A. saying it's not responsible</p> <p>10 here. Could you give me all the factual</p> <p>11 bases for why Chargeurs, S.A.'s taking the</p> <p>12 position it's not responsible?</p> <p>13 A. For Chargeurs to consider itself</p> <p>14 responsible, it would have had to deliver</p> <p>15 defective products to Hickey Freeman, and</p> <p>16 yet this is -- this was not the case.</p> <p>17 Q. You're saying it's not the case</p> <p>18 that the products were defective?</p> <p>19 MS. MORGAN: Objection to the</p> <p>20 form, but you can answer.</p> <p>21 A. What I said is that Chargeurs</p> <p>22 itself had not delivered defective products,</p> <p>23 and, therefore --</p> <p>24 THE INTERPRETER: The</p> <p>25 interpreter would like to start over.</p> | <p>1 Defait</p> <p>2 question, you can answer it.</p> <p>3 A. We don't have any element</p> <p>4 permitting us to know which party should be</p> <p>5 sued in this lawsuit, we don't have any</p> <p>6 technical element as to the source of the</p> <p>7 defect of these products or even if any</p> <p>8 party should have been sued.</p> <p>9 Q. So you said earlier that when</p> <p>10 Hickey Freeman subpoenaed Chargeurs, S.A.,</p> <p>11 Chargeurs, S.A. wasn't at all concerned by</p> <p>12 this case.</p> <p>13 Were there any other companies</p> <p>14 within the Chargeurs group per se that were,</p> <p>15 to use your words, concerned about this</p> <p>16 case?</p> <p>17 A. So in that case what would the</p> <p>18 word concerned mean?</p> <p>19 Q. You tell me. It's the word you</p> <p>20 used.</p> <p>21 A. So for me, concerned party</p> <p>22 refers to the party that had a business</p> <p>23 relationship with Hickey Freeman and the</p> <p>24 word concerned is not equatable at all to</p> <p>25 liable.</p> |

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| <p>1 Defait</p> <p>2 Q. Any companies within the</p> <p>3 Chargeurs group have a business relationship</p> <p>4 with Hickey Freeman?</p> <p>5 A. I don't know.</p> <p>6 Q. Does Chargeurs, S.A. have an</p> <p>7 insurance policy with AIG?</p> <p>8 A. Yes.</p> <p>9 Q. Does that insurance policy</p> <p>10 relate in any way to this case?</p> <p>11 A. What do you mean by having -- by</p> <p>12 related in any way to this case?</p> <p>13 Q. I mean is Chargeurs, S.A. using</p> <p>14 that insurance policy in connection with</p> <p>15 this case in any way?</p> <p>16 A. Yes.</p> <p>17 Q. How is it doing so?</p> <p>18 A. Chargeurs declared this case to</p> <p>19 AIG.</p> <p>20 Q. And what's the policy limit</p> <p>21 applicable to this case?</p> <p>22 A. As per the document given to me</p> <p>23 by our insurance broker, the civil liability</p> <p>24 following delivery amounts to a total</p> <p>25 warranty worth -- limit worth 30 million</p> | <p>1 Defait</p> <p>2 is not applicable to Chargeurs, S.A.</p> <p>3 Q. Does Chargeurs, S.A. pay that</p> <p>4 deductible if the claim relates in any way</p> <p>5 to products produced by the CFT division?</p> <p>6 A. Could you please repeat the</p> <p>7 question?</p> <p>8 Q. Does Chargeurs, S.A. pay that</p> <p>9 deductible if they are sued in a case and</p> <p>10 the claim relates in any way to products</p> <p>11 that are produced by the CFT division?</p> <p>12 A. If the judgment is rendered</p> <p>13 against Chargeurs, S.A. in relation to this</p> <p>14 policy and it's for a product produced by</p> <p>15 CFT, then, yes, Chargeurs would pay the</p> <p>16 deductible.</p> <p>17 Q. In determining how much of the</p> <p>18 policy is available to pay out, does that --</p> <p>19 are attorneys' fees or defense costs</p> <p>20 deducted from that amount?</p> <p>21 A. I don't know.</p> <p>22 Q. Who would know that?</p> <p>23 Strike that.</p> <p>24 Who at Chargeurs, S.A. would</p> <p>25 know that?</p> |
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| <p>1 Defait</p> <p>2 euros, although that does not imply that it</p> <p>3 will necessarily apply in this case because</p> <p>4 there can be exceptions.</p> <p>5 Q. That 30 million euro figure,</p> <p>6 does that apply only to this case or that</p> <p>7 applied to all civil liability over a</p> <p>8 certain period of time?</p> <p>9 A. In the summary of the policy</p> <p>10 that was submitted to me by the broker, the</p> <p>11 30 million euros are indicated as per claim</p> <p>12 without any further specifications.</p> <p>13 Q. Is there a deductible for</p> <p>14 Chargeurs, S.A. on that policy?</p> <p>15 A. Yes.</p> <p>16 Q. And how much is it?</p> <p>17 A. As applicable to the CFT</p> <p>18 division, it is 20,000 euros.</p> <p>19 Q. How about for Chargeurs, S.A.?</p> <p>20 Is that a different amount for S.A.?</p> <p>21 A. I don't know because Chargeurs</p> <p>22 does not deliver any products, so the</p> <p>23 liability for the amount of the deductible</p> <p>24 for -- the amount of the deductible on the</p> <p>25 liability for a product after its delivery</p> | <p>1 Defait</p> <p>2 A. Any person who has access to the</p> <p>3 policy and who is able to understand it.</p> <p>4 Q. You don't know the name of any</p> <p>5 person that would know that information?</p> <p>6 A. Today? To date?</p> <p>7 Q. Correct.</p> <p>8 A. As of today, anybody from</p> <p>9 Chargeurs, S.A. could have access -- can</p> <p>10 have access to that policy.</p> <p>11 Q. Are the other defendants that</p> <p>12 were named in this case, and by that I mean</p> <p>13 LP Inc., LP BC and LP Wujiang, are they all</p> <p>14 covered under the same policy?</p> <p>15 A. The damage was declared for each</p> <p>16 one of these companies to AIG.</p> <p>17 Q. Separately or collectively?</p> <p>18 Strike that.</p> <p>19 What I mean by that is the 30</p> <p>20 million euro figure that you referenced</p> <p>21 earlier, does that apply collectively to all</p> <p>22 of the named defendants or separately</p> <p>23 meaning a separate 30 million euro amount to</p> <p>24 each?</p> <p>25 A. It's difficult to answer the</p> |

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| <p>1 Defait</p> <p>2 question with any degree of certainty. It</p> <p>3 depends on the specific case. There is a</p> <p>4 master policy, but very strict conditions</p> <p>5 apply, so in the event of liability being</p> <p>6 found, it is difficult to say how the policy</p> <p>7 would play out.</p> <p>8 Q. You don't know whether there's a</p> <p>9 separate 30 million euro policy here for</p> <p>10 each of the defendants?</p> <p>11 A. What I know is that there is</p> <p>12 this master policy and each subsidiary is</p> <p>13 covered by the master policy, each one is</p> <p>14 covered by it, but the conditions of</p> <p>15 application for some of the subsidiaries</p> <p>16 such as LP Inc. which has a stand-alone</p> <p>17 policy might have a different type of</p> <p>18 application.</p> <p>19 MR. STASSEN: Frank, can we take</p> <p>20 a two-minute break?</p> <p>21 MR. D'ANGELO: Sure.</p> <p>22 (Whereupon, a brief recess was</p> <p>23 taken.)</p> <p>24 CONTINUED BY MR. D'ANGELO:</p> <p>25 Q. We spoke a little bit yesterday,</p> | <p>1 Defait</p> <p>2 A. He's the head of IT.</p> <p>3 Q. Could you spell his last name,</p> <p>4 please?</p> <p>5 A. It's D-E-L-P-L-A-N-Q-U-E.</p> <p>6 Q. And do you know what precisely</p> <p>7 Mr. Delplanque did with respect to searching</p> <p>8 for documents on that server?</p> <p>9 MS. MORGAN: Object to the</p> <p>10 question to the extent it calls for any</p> <p>11 attorney-client privileged communication,</p> <p>12 including any instructions that may or</p> <p>13 may not have come -- excuse me --</p> <p>14 including instructions that may have</p> <p>15 come from counsel.</p> <p>16 I instruct you not to answer</p> <p>17 with regard to that information.</p> <p>18 A. I can't state with exactitude</p> <p>19 that I know what Pascal Delplanque did.</p> <p>20 Q. Do you know if anyone other than</p> <p>21 Chargeurs' attorneys were -- strike that.</p> <p>22 Do you know if anyone other than</p> <p>23 Chargeurs' attorneys provided instructions</p> <p>24 to Mr. Delplanque as to what to look for on</p> <p>25 that server or how to look for it?</p> |
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| <p>1 Defait</p> <p>2 Ms. Defait, about the efforts that</p> <p>3 Chargeurs, S.A. undertook to collect</p> <p>4 documents in connection with this litigation.</p> <p>5 Do you remember talking about</p> <p>6 that?</p> <p>7 A. Yes, I did.</p> <p>8 Q. And one of the things that you</p> <p>9 mentioned was that Chargeurs, S.A. undertook</p> <p>10 to access certain documents on the server</p> <p>11 that it shares with Chargeurs Boissy; is</p> <p>12 that correct?</p> <p>13 A. Yes, it is.</p> <p>14 Q. Do you know who was responsible,</p> <p>15 what person or persons were responsible for</p> <p>16 collecting certain documents from that server?</p> <p>17 A. When you say responsible, you</p> <p>18 mean in charge of doing this?</p> <p>19 Q. Sure. Let's start with that.</p> <p>20 A. Yes.</p> <p>21 Q. And who was that, Ms. Defait?</p> <p>22 A. Pascal Delplanque.</p> <p>23 Q. I'm not sure if we discussed</p> <p>24 him, but could you remind me what his</p> <p>25 position is?</p> | <p>1 Defait</p> <p>2 MS. MORGAN: My same instruction</p> <p>3 applies. If it's somebody that is</p> <p>4 providing instruction from counsel.</p> <p>5 MR. D'ANGELO: I'm just asking</p> <p>6 for the identification of any people.</p> <p>7 Are you instructing her not to identify</p> <p>8 anyone even though there were</p> <p>9 individuals that served as a conduit to</p> <p>10 counsel's instructions?</p> <p>11 MS. MORGAN: Well, your question</p> <p>12 I think was saying were there -- it's</p> <p>13 unclear what your question was asking</p> <p>14 and that's why I had that objection,</p> <p>15 but if -- if you're only asking who</p> <p>16 gave any instruction, not the content,</p> <p>17 I don't have a problem with disclosing</p> <p>18 that identity of that person or persons.</p> <p>19 MR. D'ANGELO: Let's just start</p> <p>20 there and then we'll see if we can</p> <p>21 navigate the issue from there.</p> <p>22 Q. So, Ms. Defait, I'm just</p> <p>23 interested in whether there was anyone else</p> <p>24 besides Fox Rothschild who provided</p> <p>25 instructions to Mr. Delplanque as to what to</p> |

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| <p>1 Defait</p> <p>2 look for on the server or how to look for</p> <p>3 it, if you know.</p> <p>4 A. The term -- when you say anyone,</p> <p>5 it's very vague, it's very broad. Do you</p> <p>6 mean someone -- anyone from Chargeurs,</p> <p>7 Chargeurs, S.A.?</p> <p>8 Q. I mean anyone other than counsel.</p> <p>9 If there's someone within the Chargeurs</p> <p>10 group outside of Chargeurs, S.A. who you're</p> <p>11 aware of that provided instructions to</p> <p>12 Mr. Delplanque as to what documents to look</p> <p>13 for, how to look for them, I'd like for you</p> <p>14 to identify that person as well.</p> <p>15 A. Yes. There was a person who</p> <p>16 asked Pascal Delplanque to search -- to make</p> <p>17 a search, and that person was me.</p> <p>18 Q. Anyone else besides you?</p> <p>19 A. Not to my knowledge.</p> <p>20 Q. What instructions did you give</p> <p>21 to Mr. Delplanque?</p> <p>22 MS. MORGAN: I'm going to direct</p> <p>23 you not to answer that question because</p> <p>24 that is requiring you to disclose</p> <p>25 counsel's advice.</p> | <p>1 Defait</p> <p>2 the ones that I'm sure about.</p> <p>3 Q. Do you know approximately how</p> <p>4 many total persons whose e-mail addresses or</p> <p>5 e-mail accounts were within the scope of</p> <p>6 that search?</p> <p>7 A. I'm not altogether sure, but I</p> <p>8 would say no more than five.</p> <p>9 Q. Do you know if any documents</p> <p>10 located as a result of that search were</p> <p>11 ultimately provided to Hickey Freeman in</p> <p>12 this case?</p> <p>13 A. In what context? Chargeurs, S.A.</p> <p>14 doesn't have any contact, is not in contact</p> <p>15 with Hickey Freeman.</p> <p>16 Q. I guess what I'm asking is do</p> <p>17 you know if any documents that were located</p> <p>18 as a result of that search were then</p> <p>19 provided to Hickey Freeman as part of this</p> <p>20 litigation?</p> <p>21 A. Yes.</p> <p>22 Q. And do you know approximately</p> <p>23 how many documents?</p> <p>24 A. No.</p> <p>25 Q. If you had to estimate, would</p> |
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| <p>1 Defait</p> <p>2 A. I will, therefore, follow that</p> <p>3 advice.</p> <p>4 Q. Do you know what individual's</p> <p>5 e-mails were gathered as part of that process?</p> <p>6 A. I know the answer to -- I know</p> <p>7 some of them from off the top of my head.</p> <p>8 Q. Who are those, Ms. Defait?</p> <p>9 A. Just to be sure that I know what</p> <p>10 you're asking, you're asking for the e-mails</p> <p>11 of people whose names appeared as a</p> <p>12 consequence of that search.</p> <p>13 Q. Let me withdraw the question.</p> <p>14 Did that search involve looking</p> <p>15 for e-mails in the accounts of specific</p> <p>16 persons within the Chargeurs group?</p> <p>17 A. So what you want to know is</p> <p>18 whether Pascal Delplanque went looking into</p> <p>19 the e-mail accounts, the e-mail addresses</p> <p>20 of -- so I just want to understand, what</p> <p>21 you're asking is what e-mail addresses or</p> <p>22 accounts were in the scope of the search?</p> <p>23 Q. Correct.</p> <p>24 A. Michael Fribourg, Joelle</p> <p>25 Fabre-Hoffmeister, Audree Petit. Those are</p> | <p>1 Defait</p> <p>2 you say it was more or less than ten?</p> <p>3 A. When you say ten documents, are</p> <p>4 you saying -- are you asking about ten</p> <p>5 e-mails or are you asking about the number</p> <p>6 of documents that were submitted to Hickey</p> <p>7 Freeman?</p> <p>8 Q. I'm asking about the number of</p> <p>9 documents from the e-mail records that were</p> <p>10 served by Mr. Delplanque that ultimately</p> <p>11 were provided to Hickey Freeman in this</p> <p>12 litigation?</p> <p>13 A. I don't know.</p> <p>14 Q. Other than the e-mails from the</p> <p>15 accounts of those individuals that you</p> <p>16 mentioned earlier, were there any other</p> <p>17 types of documents that Chargeurs, S.A.</p> <p>18 attempted to locate as part of this</p> <p>19 litigation?</p> <p>20 A. No.</p> <p>21 Q. Other than searching e-mail</p> <p>22 accounts on the shared Chargeurs,</p> <p>23 S.A./Chargeurs Boissy server, did Chargeurs,</p> <p>24 S.A. undertake to try to find documents for</p> <p>25 this case in any other manner?</p> |

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| <p style="text-align: right;">Page 278</p> <p>1 Defait</p> <p>2 A. I wonder if you could be more</p> <p>3 specific when you ask about finding</p> <p>4 documents, it's very broad. Do you mean</p> <p>5 documents that weren't in its possession but</p> <p>6 that it wanted to have, or documents that it</p> <p>7 already had?</p> <p>8 Q. My question was purposely broad</p> <p>9 because I want to know anything else that</p> <p>10 was done to locate documents that would be</p> <p>11 exchanged with Hickey Freeman in this case.</p> <p>12 A. Aside from the search for</p> <p>13 e-mails and aside from getting the insurance</p> <p>14 policy, no, there was no other, not to my</p> <p>15 knowledge.</p> <p>16 Q. When you asked me to clarify</p> <p>17 earlier, Ms. Defait, you mentioned something</p> <p>18 about documents that weren't in Chargeurs,</p> <p>19 S.A.'s possession that it wanted to have.</p> <p>20 Did Chargeurs, S.A. undertake any steps to</p> <p>21 obtain documents that were not in its</p> <p>22 possession as part of its efforts to gather</p> <p>23 documents for this litigation?</p> <p>24 A. No.</p> <p>25 Q. So Chargeurs did not undertake</p> | <p style="text-align: right;">Page 280</p> <p>1 Defait</p> <p>2 attorneys and you and Mr. Delplanque, was</p> <p>3 anyone else involved in the process of</p> <p>4 collecting documents on behalf of Chargeurs,</p> <p>5 S.A. that would be exchanged with Hickey</p> <p>6 Freeman as part of this litigation?</p> <p>7 A. No.</p> <p>8 MR. D'ANGELO: I don't have</p> <p>9 anything further for Ms. Defait for</p> <p>10 now. We are going to keep the</p> <p>11 deposition open in light of what we</p> <p>12 believe to be a lack of preparation of</p> <p>13 the witness pursuant to Federal Rule of</p> <p>14 Civil Procedure 30(b)(6), and I'll turn</p> <p>15 it over to Mr. Niederer.</p> <p>16 MS. MORGAN: Actually before you</p> <p>17 do that, in my prior comment that we</p> <p>18 had off the record, Mr. D'Angelo, the</p> <p>19 two exhibits that Ms. Defait wanted to</p> <p>20 supplement her testimony as to whether</p> <p>21 she had seen them before, it's more</p> <p>22 substantive than that.</p> <p>23 MR. D'ANGELO: Can we go off the</p> <p>24 record?</p> <p>25 MS. MORGAN: Yes.</p> |
| <p style="text-align: right;">Page 279</p> <p>1 Defait</p> <p>2 to obtain documents from Fitexin as part of</p> <p>3 this litigation; is that correct?</p> <p>4 A. Yes.</p> <p>5 Q. And Chargeurs did not undertake</p> <p>6 to get documents from Chargeurs Entoilage as</p> <p>7 part of this litigation; is that correct?</p> <p>8 A. No, it didn't.</p> <p>9 Q. Chargeurs, S.A. did not</p> <p>10 undertake to get documents from Wujiang as</p> <p>11 part of this litigation; is that correct?</p> <p>12 A. Yes, that's correct.</p> <p>13 Q. Other than Chargeurs, S.A.'s</p> <p>14 attorneys and you and Mr. Delplanque, was</p> <p>15 anyone else involved in the process of</p> <p>16 collecting documents that would be exchanged</p> <p>17 with Hickey Freeman as part of this litigation?</p> <p>18 A. Other people from what companies?</p> <p>19 Q. Any companies.</p> <p>20 A. So please repeat the question.</p> <p>21 MR. D'ANGELO: I'll ask the</p> <p>22 translator to retranslate it, please.</p> <p>23 Q. Let me withdraw the question and</p> <p>24 ask a more precise question, please.</p> <p>25 Other than Chargeurs, S.A.'s</p> | <p style="text-align: right;">Page 281</p> <p>1 Defait</p> <p>2 (Whereupon, a discussion was</p> <p>3 held off the record.)</p> <p>4 EXAMINATION BY</p> <p>5 MS. MORGAN:</p> <p>6 Q. Ms. Defait, do you understand</p> <p>7 that you are still under oath?</p> <p>8 A. Yes.</p> <p>9 Q. Could you take a look at Exhibit</p> <p>10 5 and 6, please? And let me know when</p> <p>11 you've finished your review.</p> <p>12 (Witness reviewing documents.)</p> <p>13 A. Yes, I have.</p> <p>14 Q. Do you recall yesterday that you</p> <p>15 testified that you had not reviewed these</p> <p>16 documents in preparation for your deposition?</p> <p>17 A. I remember; yes.</p> <p>18 Q. Sitting here today and looking</p> <p>19 at these exhibits, do you recall if you</p> <p>20 reviewed these documents in preparation for</p> <p>21 your deposition?</p> <p>22 A. Yes, indeed, I did.</p> <p>23 Q. And aside from reviewing these</p> <p>24 documents in preparation for your deposition,</p> <p>25 had you seen these documents before then?</p> |

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| <p>1 Defait</p> <p>2 A. No. The first time I saw them</p> <p>3 was in preparation for my deposition.</p> <p>4 MS. MORGAN: Okay. I have no</p> <p>5 further questions.</p> <p>6 EXAMINATION BY</p> <p>7 MR. NIEDERER:</p> <p>8 Q. Good afternoon. My name is Eric</p> <p>9 Niederer. I've been the quiet one here in</p> <p>10 the corner.</p> <p>11 MS. MORGAN: Semi.</p> <p>12 MR. NIEDERER: Semi. Yes.</p> <p>13 Thanks.</p> <p>14 Q. I represent Veratex, so I do</p> <p>15 have some questions for you.</p> <p>16 And you understand that you're</p> <p>17 here as a corporate designee on behalf of</p> <p>18 Chargeurs, S.A.; correct?</p> <p>19 THE INTERPRETER: Corporate</p> <p>20 designee?</p> <p>21 MR. NIEDERER: Corporate</p> <p>22 designee, corporate representative.</p> <p>23 A. That's right.</p> <p>24 Q. And you are not being deposed</p> <p>25 here in your individual capacity as yourself?</p> | <p>1 Defait</p> <p>2 Chargeurs, S.A. is adopting as true in this</p> <p>3 litigation, I want to know about the facts,</p> <p>4 but not any mental impressions or analysis</p> <p>5 by your attorneys. Fair enough? Do you</p> <p>6 understand?</p> <p>7 A. Repeat.</p> <p>8 Q. Sure.</p> <p>9 Effectively what I'm asking you</p> <p>10 is when you respond to my questions, I want</p> <p>11 to know any facts or information that</p> <p>12 Chargeurs, S.A. has without knowing any</p> <p>13 mental impressions or analysis done by your</p> <p>14 attorneys.</p> <p>15 Do you understand the difference?</p> <p>16 A. So I just want to see if I</p> <p>17 understand. What you want are answers that</p> <p>18 relate solely to facts and are not the</p> <p>19 result of analyses carried out by our</p> <p>20 attorneys?</p> <p>21 Q. Correct.</p> <p>22 As I understand your</p> <p>23 testimony -- well, withdrawn. Does</p> <p>24 Chargeurs, S.A. claim that Veratex did</p> <p>25 anything improper that caused any harm to</p> |
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| <p>1 Defait</p> <p>2 A. That's right.</p> <p>3 Q. And as I understand your</p> <p>4 testimony, prior to preparing for your</p> <p>5 deposition here today, you had no idea who</p> <p>6 Veratex was; is that fair to say?</p> <p>7 A. That's not completely true. I</p> <p>8 knew what -- I knew who Veratex was before</p> <p>9 the preparation for this deposition, but</p> <p>10 in -- but by that I also want to add that</p> <p>11 the preparation for this testimony took</p> <p>12 place over the last few days, and it's that</p> <p>13 period I'm referring to.</p> <p>14 Q. Okay.</p> <p>15 Prior to a claim being made in</p> <p>16 this case, did you know who Veratex was?</p> <p>17 A. No.</p> <p>18 Q. So when I am asking you</p> <p>19 questions, I'm posing it to you as the</p> <p>20 corporate representative of Chargeurs, S.A.</p> <p>21 Do you understand that? Okay?</p> <p>22 A. Yes, I understand.</p> <p>23 Q. I don't want to find out</p> <p>24 anything you discussed with your attorneys.</p> <p>25 However, if you did learn some facts that</p> | <p>1 Defait</p> <p>2 Hickey Freeman in this lawsuit?</p> <p>3 A. Today, Chargeurs, S.A. has not</p> <p>4 pronounced itself on what Veratex has done</p> <p>5 or not done.</p> <p>6 Q. When I'm asking you questions,</p> <p>7 if you don't understand my question for any</p> <p>8 reason, and sometimes I ask a bad question,</p> <p>9 a confusing question, let me know. It's</p> <p>10 important you understand my question when</p> <p>11 you respond. Fair enough?</p> <p>12 A. That's great.</p> <p>13 Q. So as a follow-up to your</p> <p>14 response, does Chargeurs, S.A. claim that</p> <p>15 Veratex did anything wrong in this lawsuit</p> <p>16 that could have or did cause harm to Hickey</p> <p>17 Freeman?</p> <p>18 MS. MORGAN: Asked and answered.</p> <p>19 You can answer again.</p> <p>20 A. Chargeurs, S.A. was not called</p> <p>21 on to pronounce itself on what Veratex did</p> <p>22 or didn't do.</p> <p>23 Q. And I'm asking you the question</p> <p>24 now as the corporate representative of</p> <p>25 Chargeurs, S.A. whether Chargeurs, S.A. at</p> |

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|---|--|
| <p>1 Defait</p> <p>2 this point in time has any facts or</p> <p>3 knowledge that Veratex did anything improper</p> <p>4 that could have or did cause harm to Hickey</p> <p>5 Freeman in this lawsuit.</p> <p>6 A. To date, Chargeurs, S.A. doesn't</p> <p>7 have any elements that would allow it to</p> <p>8 pronounce itself on that.</p> <p>9 Q. And just to make sure that we</p> <p>10 are clear, does Chargeurs, S.A. make any</p> <p>11 claim that Veratex provided bad advice to</p> <p>12 Hickey Freeman in the use of Chargeurs'</p> <p>13 interlining at issue in this case?</p> <p>14 A. No. Chargeurs, S.A. has made no</p> <p>15 such claim.</p> <p>16 Q. Does Chargeurs, S.A. have</p> <p>17 knowledge of any representations that</p> <p>18 Veratex made to Hickey Freeman regarding the</p> <p>19 Chargeurs interlining that's at issue in</p> <p>20 this case?</p> <p>21 A. No.</p> <p>22 Q. Are you aware of any</p> <p>23 representations that Veratex made to Hickey</p> <p>24 Freeman regarding the Chargeurs Interlining</p> <p>25 in this case?</p> | <p>1 Defait</p> <p>2 back the question or parts of the</p> <p>3 question?</p> <p>4 THE INTERPRETER: To repeat the</p> <p>5 question.</p> <p>6 MR. NIEDERER: Thank you.</p> <p>7 Q. Do you understand the question,</p> <p>8 ma'am?</p> <p>9 A. I understood the question, but I</p> <p>10 prefer to hear it again.</p> <p>11 (Interpreter repeated question.)</p> <p>12 A. Chargeurs, S.A. never</p> <p>13 participated in any meetings between Veratex</p> <p>14 and Hickey Freeman and therefore has --</p> <p>15 doesn't have any knowledge of that sort.</p> <p>16 Q. Yes, and you may have gotten</p> <p>17 lost in my question. I understand that you</p> <p>18 being Chargeurs, S.A. did not directly</p> <p>19 participate in any meetings between Veratex</p> <p>20 and Hickey Freeman is your testimony. My</p> <p>21 question is: Do you have knowledge outside</p> <p>22 of any direct meetings, e-mails, calls,</p> <p>23 meetings with other individuals, other</p> <p>24 companies where Chargeurs, S.A. has</p> <p>25 knowledge of any communication between</p> |
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| <p>1 Defait</p> <p>2 A. No.</p> <p>3 Q. Are you aware of any suggestions</p> <p>4 that Veratex made to Hickey Freeman</p> <p>5 regarding the Chargeurs Interlining in this</p> <p>6 case?</p> <p>7 MR. NIEDERER: Mr. Interpreter,</p> <p>8 did she inquire to have the question</p> <p>9 read back?</p> <p>10 THE INTERPRETER: Just one word.</p> <p>11 MR. NIEDERER: Thank you. Oh,</p> <p>12 what was that word, Mr. Interpreter?</p> <p>13 THE INTERPRETER: Suggestions.</p> <p>14 MR. NIEDERER: Thank you.</p> <p>15 A. Chargeurs has never participated</p> <p>16 in any meetings between Veratex and Hickey</p> <p>17 Freeman, so the answer is no.</p> <p>18 Q. Through any other means, whether</p> <p>19 direct participation in meetings, does</p> <p>20 Chargeurs, S.A. have any knowledge about any</p> <p>21 communications between Veratex and Hickey</p> <p>22 Freeman regarding the Chargeurs interlining</p> <p>23 at issue in this case?</p> <p>24 MR. NIEDERER: For the record,</p> <p>25 Mr. Interpreter, she asked you to read</p> | <p>1 Defait</p> <p>2 Veratex and Hickey Freeman?</p> <p>3 A. From the period before this</p> <p>4 claim, none.</p> <p>5 Q. So is the extent of Chargeurs,</p> <p>6 S.A.'s knowledge regarding any communication</p> <p>7 between Veratex and Hickey Freeman based on</p> <p>8 communications with counsel or something</p> <p>9 else?</p> <p>10 A. Chargeurs, S.A. has no knowledge</p> <p>11 of any communication between Veratex and</p> <p>12 Hickey Freeman, than includes any sort of</p> <p>13 communication, whether it is verbal or</p> <p>14 written.</p> <p>15 MR. NIEDERER: Let's go off the</p> <p>16 record for a minute.</p> <p>17 (Whereupon, a discussion was</p> <p>18 held off the record.)</p> <p>19 (Whereupon, a recess was taken.)</p> <p>20 CONTINUED BY MR. NIEDERER:</p> <p>21 Q. I understand from your testimony</p> <p>22 you are not a technical person regarding the</p> <p>23 product; is that fair?</p> <p>24 A. That's right.</p> <p>25 Q. So if I were to ask you what the</p> |

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| <p>1 Defait</p> <p>2 glue line temperature is of this particular</p> <p>3 product, would you know what I'm talking</p> <p>4 about?</p> <p>5 THE INTERPRETER: When you --</p> <p>6 when you say that, the interpreter</p> <p>7 wants to know when you say that, you</p> <p>8 mean -- when you're saying this</p> <p>9 particular product, in what sense is</p> <p>10 that to be taken?</p> <p>11 Q. When I'm talking about this</p> <p>12 product, I'm solely talking about the</p> <p>13 interlining that's at issue in this</p> <p>14 litigation.</p> <p>15 THE INTERPRETER: Okay.</p> <p>16 MR. NIEDERER: Let's mark this</p> <p>17 as the next exhibit. It's the data</p> <p>18 sheet.</p> <p>19 (Chargeurs Exhibit 16,</p> <p>20 technical data sheet dated June 15,</p> <p>21 2017 bearing production numbers</p> <p>22 LDP000650, marked for identification,</p> <p>23 as of this date.)</p> <p>24 Q. Ma'am, let me know when you're</p> <p>25 ready for me to question you on this</p> | <p>1 Defait</p> <p>2 this technical data sheet mean anything to</p> <p>3 you at all?</p> <p>4 A. What do you mean by mean</p> <p>5 anything?</p> <p>6 Q. Okay.</p> <p>7 Meaning does -- do you have any</p> <p>8 knowledge about what the setting temperature</p> <p>9 means?</p> <p>10 THE INTERPRETER: Frankly, I'm</p> <p>11 in -- the interpreter is in the same</p> <p>12 situation. I don't know the context</p> <p>13 enough to really -- I could guess at</p> <p>14 the translation, but I'm --</p> <p>15 MR. NIEDERER: Let me withdraw</p> <p>16 the question.</p> <p>17 Q. What I'm trying to find out,</p> <p>18 other than the words themselves, do you know</p> <p>19 what any of the information on this document</p> <p>20 relates to regarding the product at issue in</p> <p>21 this case?</p> <p>22 MS. MORGAN: Are you talking</p> <p>23 about in the tables?</p> <p>24 MR. NIEDERER: I'm talking about</p> <p>25 anything in the document, what the</p> |
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| <p>1 Defait</p> <p>2 document after you've reviewed it.</p> <p>3 (Witness reviewing document.)</p> <p>4 A. It's good. It's fine.</p> <p>5 Q. Have you ever seen this document</p> <p>6 before?</p> <p>7 A. No.</p> <p>8 Q. Okay.</p> <p>9 It looks like this document has</p> <p>10 both English and Chinese on it; correct?</p> <p>11 A. That's right.</p> <p>12 Q. And I take it since you have not</p> <p>13 seen this before, do you know whether this</p> <p>14 is an LDP Wujiang document?</p> <p>15 A. I don't know where this document</p> <p>16 comes from, but the logo on the top</p> <p>17 indicates LDP Wujiang, so I assume that it's</p> <p>18 a document from that company.</p> <p>19 Q. And, ma'am, when you're</p> <p>20 responding, I don't want you to assume or</p> <p>21 speculate, just what you know. Okay? Fair</p> <p>22 enough?</p> <p>23 A. That's fine.</p> <p>24 Q. Okay.</p> <p>25 Does any of the information on</p> | <p>1 Defait</p> <p>2 base, the warp, the weft, the coding,</p> <p>3 total weight in G/M2 in setting</p> <p>4 temperature, glue-line temperature,</p> <p>5 pressure and time. And to assist the</p> <p>6 interpreter, I was reading from the</p> <p>7 left column.</p> <p>8 THE INTERPRETER: That's fine.</p> <p>9 A. And by that, you're saying that</p> <p>10 this document relates to the product in</p> <p>11 question in the litigation?</p> <p>12 Q. Yes. Assuming that it relates</p> <p>13 to the product at issue in this litigation.</p> <p>14 A. I don't know.</p> <p>15 Q. Does Chargeurs, S.A. have any</p> <p>16 knowledge that Veratex altered the Chargeurs</p> <p>17 interlining at issue in this case in any way?</p> <p>18 THE INTERPRETER: The</p> <p>19 interpreter just wishes to make a</p> <p>20 remark. The word alter for me has the</p> <p>21 meaning of transforming for -- and</p> <p>22 bearing as in refining, transforming a</p> <p>23 product.</p> <p>24 MR. NIEDERER: Correct. Alter</p> <p>25 meaning transforming or refining the</p> |

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| <p>1 Defait</p> <p>2 product in any way.</p> <p>3 THE INTERPRETER: For the</p> <p>4 purpose of selling it in a more</p> <p>5 specialized form?</p> <p>6 MS. MORGAN: Or -- well, I'm --</p> <p>7 MR. NIEDERER: Yes.</p> <p>8 THE INTERPRETER: Because it is</p> <p>9 ambiguous.</p> <p>10 MR. NIEDERER: Sure. And let me</p> <p>11 explain the question for the interpreter</p> <p>12 for the record.</p> <p>13 So under the law, if there's an</p> <p>14 alteration of the product, a material</p> <p>15 alteration of the product, then if that</p> <p>16 material alteration of the product by</p> <p>17 Veratex caused harm, there may be some</p> <p>18 liability to Veratex, assuming there</p> <p>19 was harm.</p> <p>20 THE INTERPRETER: But when</p> <p>21 there's an alteration, the product has</p> <p>22 another code; right? It becomes</p> <p>23 another product? Is that the meaning</p> <p>24 of that?</p> <p>25 MR. NIEDERER: It all goes to</p> | <p>1 Defait</p> <p>2 Does Chargeurs, S.A. have any</p> <p>3 knowledge as to who manufactured the product</p> <p>4 at issue in this litigation?</p> <p>5 A. Yes.</p> <p>6 Q. And who is that manufacturer?</p> <p>7 A. We know that the product came</p> <p>8 from LP Wujiang, but we don't know exactly</p> <p>9 if the final product that was delivered to</p> <p>10 Hickey Freeman, we don't have any exact</p> <p>11 knowledge about the final product that was</p> <p>12 delivered to Hickey Freeman, if the product</p> <p>13 was produced at the Wujiang factory</p> <p>14 corresponds exactly to the product delivered</p> <p>15 to Hickey Freeman.</p> <p>16 Q. So is it your testimony that LP</p> <p>17 Wujiang was involved in the manufacturing --</p> <p>18 in some aspect of the manufacturing process?</p> <p>19 A. That's right. LP Wujiang</p> <p>20 participated in the manufacturing of the</p> <p>21 final product delivered to Hickey Freeman.</p> <p>22 Q. Do you know --</p> <p>23 A. I would like to add that that's</p> <p>24 what we've learned in the context of the</p> <p>25 Hickey Freeman litigation.</p> |
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| <p>1 Defait</p> <p>2 what the term material alteration. For</p> <p>3 example, if it was --</p> <p>4 MR. D'ANGELO: Do you want this</p> <p>5 to be on the record?</p> <p>6 MR. NIEDERER: Let's go off the</p> <p>7 record.</p> <p>8 (Whereupon, a discussion was</p> <p>9 held off the record.)</p> <p>10 MR. NIEDERER: For the record,</p> <p>11 we had a discussion with the</p> <p>12 interpreter with regards to the</p> <p>13 possible translation and the meaning of</p> <p>14 my question. I'm going to withdraw my</p> <p>15 prior question and ask a new question.</p> <p>16 Q. Ma'am, do you have any knowledge</p> <p>17 that Veratex altered the Chargeurs</p> <p>18 interlining at issue in this case in any</p> <p>19 way, including changing its physical</p> <p>20 appearance, cutting it, its chemical</p> <p>21 composition or anything else?</p> <p>22 A. Today Chargeurs, S.A. doesn't</p> <p>23 have any information on that.</p> <p>24 Q. Ma'am, I'm done with that</p> <p>25 exhibit.</p> | <p>1 Defait</p> <p>2 Q. Who did you learn that from?</p> <p>3 A. On the basis of the documents</p> <p>4 that we received in the context of this</p> <p>5 litigation.</p> <p>6 Q. Did anyone from Chargeurs, S.A.</p> <p>7 confirm with Wujiang that they were involved</p> <p>8 in the manufacturing process of the interlining</p> <p>9 in this case?</p> <p>10 A. No. This is information that we</p> <p>11 obtained from documents in the file.</p> <p>12 Q. Is Chargeurs, S.A. aware of any</p> <p>13 other entities other than LP Wujiang that</p> <p>14 was involved in any other aspect other than</p> <p>15 the manufacturing process?</p> <p>16 A. No.</p> <p>17 Q. Is Chargeurs, S.A. aware who</p> <p>18 helped design the product at issue in this</p> <p>19 litigation?</p> <p>20 A. No. Okay. When you talk about</p> <p>21 design, how do you define that?</p> <p>22 Q. Sure. Design of a product is</p> <p>23 the process from the initial conception of a</p> <p>24 product through all of the design stages</p> <p>25 including preliminary testing before there</p> |

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| <p>1 Defait</p> <p>2 is a decision to manufacture the product for</p> <p>3 sale.</p> <p>4 A. So from my understanding of</p> <p>5 design, it's everything that takes place</p> <p>6 before the manufacturing process, and if</p> <p>7 that is indeed the case, if that's the</p> <p>8 understanding, then indeed Chargeurs, S.A.</p> <p>9 does not know.</p> <p>10 Q. Okay.</p> <p>11 For example, that would include</p> <p>12 the selection of the base material, the</p> <p>13 resin or any other aspect of the product?</p> <p>14 A. So I can confirm that Chargeurs,</p> <p>15 S.A. does not know who is the -- who is at</p> <p>16 the source of the design of this product.</p> <p>17 Q. Is there a particular Chargeurs</p> <p>18 entity under the Chargeurs group that</p> <p>19 typically handles design of a product like</p> <p>20 interlining?</p> <p>21 A. You mean a company whose sole</p> <p>22 activity would be to design interlining for</p> <p>23 all of the companies in Chargeurs?</p> <p>24 Q. It doesn't have to be the sole</p> <p>25 activity of that company, but the company</p> | <p>1 Defait</p> <p>2 I don't remember the specific questions that</p> <p>3 were asked.</p> <p>4 Q. Okay.</p> <p>5 I have notes that you testified</p> <p>6 that you do not know on behalf of Chargeurs,</p> <p>7 S.A. whether the Hong Kong limited company</p> <p>8 was involved at all in the sales involving</p> <p>9 the interlining at issue in this case?</p> <p>10 A. That's right.</p> <p>11 Q. If documents show that the</p> <p>12 subject product at issue in this case was</p> <p>13 sold by the Hong Kong entity to Veratex,</p> <p>14 does Chargeurs, S.A. have any understanding</p> <p>15 why that may have occurred?</p> <p>16 A. I don't quite understand the</p> <p>17 sense of the question why that may have</p> <p>18 occurred.</p> <p>19 Q. Sure.</p> <p>20 Does Wujiang ever sell products</p> <p>21 to the Hong Kong entity?</p> <p>22 A. I don't know.</p> <p>23 Q. Do you have any understanding as</p> <p>24 to the relationship between the two Chinese</p> <p>25 entities, the Wujiang entity and the Hong</p> |
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| <p>1 Defait</p> <p>2 has to be involved in some aspect of the</p> <p>3 design regarding a product like interlining</p> <p>4 which is at issue in this case?</p> <p>5 A. So you're referring to the</p> <p>6 interlining at issue in the Hickey Freeman</p> <p>7 litigation?</p> <p>8 Q. Interlining like the one. It</p> <p>9 doesn't have to be that specific interlining.</p> <p>10 A. No. Chargeurs, S.A. does not</p> <p>11 know of any entity of Chargeurs Fashion</p> <p>12 Technologies that deals with all of the</p> <p>13 design processes for the interlining that is</p> <p>14 in question in the Hickey Freeman litigation.</p> <p>15 Q. Does Chargeurs, S.A. have any</p> <p>16 knowledge as to any entity that provides or</p> <p>17 provided technical assistance or information</p> <p>18 to anyone regarding the interlining at issue</p> <p>19 in this case?</p> <p>20 A. No.</p> <p>21 Q. You were asked earlier about a</p> <p>22 Hong Kong limited entity. Do you recall</p> <p>23 those questions?</p> <p>24 A. I remember, yes, I recall that I</p> <p>25 was asked questions about this company, but</p> | <p>1 Defait</p> <p>2 Kong entity?</p> <p>3 A. That's a very broad question.</p> <p>4 Do you mean their business relationship?</p> <p>5 Q. Correct. Is there something</p> <p>6 that the Hong Kong entity does that Wujiang</p> <p>7 does not do and vice versa?</p> <p>8 A. I don't know.</p> <p>9 Q. So do you have any knowledge</p> <p>10 whether Wujiang is the factory that</p> <p>11 participates in the manufacturing of the</p> <p>12 product and then sells to Hong Kong to allow</p> <p>13 those products to be sold outside of China?</p> <p>14 A. I've never seen any documents</p> <p>15 that would permit me to understand the</p> <p>16 statement you made. I don't know if there</p> <p>17 is any business exchange between Wujiang,</p> <p>18 Hong Kong and Veratex since I've never seen</p> <p>19 any contracts or invoices that would attest</p> <p>20 to that.</p> <p>21 Q. By reference, I would like to</p> <p>22 show you what was previously marked at Barry</p> <p>23 Diamond's deposition, it is in Exhibit 7,</p> <p>24 and, ma'am, if you would look through that</p> <p>25 document.</p> |

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| <p>1 Defait</p> <p>2 (Witness reviewing document.)</p> <p>3 Q. Are you ready, ma'am?</p> <p>4 A. Yes.</p> <p>5 Q. Do you see invoices and purchase</p> <p>6 orders between Veratex and the Hong Kong</p> <p>7 entity?</p> <p>8 A. Yes, indeed. The document you</p> <p>9 submitted to me is an invoice from Hong Kong</p> <p>10 to Veratex. It is the first time I see this</p> <p>11 document.</p> <p>12 Q. Okay.</p> <p>13 And do you know whether these</p> <p>14 invoices and purchase orders relate to the</p> <p>15 product at issue in this case?</p> <p>16 MS. MORGAN: Every one in</p> <p>17 Exhibit 7?</p> <p>18 MR. NIEDERER: If any of them.</p> <p>19 MS. MORGAN: Okay.</p> <p>20 A. No, I don't know.</p> <p>21 Q. If these documents do represent</p> <p>22 some sale and purchase of the subject</p> <p>23 interlining, do you have any understanding</p> <p>24 as to the role the Hong Kong limited entity</p> <p>25 played relative to the interlining at issue</p> | <p>1 Defait</p> <p>2 Chargeurs Interlining Hong Kong does not</p> <p>3 know whether it may be passed by -- passed</p> <p>4 through an intermediary company in its sales</p> <p>5 to Hong Kong, so -- so --</p> <p>6 THE INTERPRETER: I'm sorry.</p> <p>7 MR. NIEDERER: Do you need</p> <p>8 further clarification of the last</p> <p>9 response?</p> <p>10 A. So Chargeurs, S.A. does not know</p> <p>11 that Wujiang -- LP Wujiang did not know why</p> <p>12 LP Wujiang did not sell directly to Veratex,</p> <p>13 and according to this document, Chargeurs,</p> <p>14 S.A. cannot tell whether LP Wujiang sold</p> <p>15 directly to Hong Kong or whether it passed</p> <p>16 through an intermediary in its sales to Hong</p> <p>17 Kong.</p> <p>18 Q. Are you aware of any historic</p> <p>19 sales between the Wujiang entity and the</p> <p>20 Hong Kong Limited entity?</p> <p>21 A. So Chargeurs, S.A. has no access</p> <p>22 to the invoices covering any sales between</p> <p>23 LP Wujiang and Chargeurs Interlining Hong</p> <p>24 Kong, and, therefore, Chargeurs, S.A. does</p> <p>25 not know whether there were any sales from</p> |
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| <p>1 Defait</p> <p>2 in this case?</p> <p>3 A. So from what I can see in this</p> <p>4 invoice, it means that Chargeurs Interlining</p> <p>5 Hong Kong sold product to Veratex, so Hong</p> <p>6 Kong is the seller and Veratex is the buyer.</p> <p>7 Q. Based on these documents in</p> <p>8 front of you, do you have any understanding</p> <p>9 as to what occurred between the Wujiang</p> <p>10 entity and the Hong Kong entity relative to</p> <p>11 the interlining at issue in this case?</p> <p>12 MS. MORGAN: Objection to the</p> <p>13 form. You can answer.</p> <p>14 A. No; because this document solely</p> <p>15 concerns a business relationship between</p> <p>16 Hong Kong and Veratex, and it does not</p> <p>17 indicate anything about LP Wujiang and</p> <p>18 Chargeurs Hong Kong.</p> <p>19 Q. Does Chargeurs, S.A. have any</p> <p>20 knowledge as to why Wujiang if involved in</p> <p>21 the manufacture of the product at issue in</p> <p>22 this case did not sell directly to Veratex,</p> <p>23 but sold through Hong Kong Limited?</p> <p>24 A. Chargeurs, S.A. does not know</p> <p>25 whether LP Wujiang in its relationship with</p> | <p>1 Defait</p> <p>2 LP Wujiang to Chargeurs Interlining Hong Kong.</p> <p>3 Q. So is it your testimony separate</p> <p>4 from the issues in this case, Chargeurs, S.A.</p> <p>5 has no knowledge of any sales between</p> <p>6 Wujiang and the Hong Kong entities?</p> <p>7 THE INTERPRETER: I'm sorry.</p> <p>8 The interpreter -- could you please ask</p> <p>9 the question again?</p> <p>10 MR. NIEDERER: Why don't we have</p> <p>11 it read back from the court reporter.</p> <p>12 THE INTERPRETER: Yes.</p> <p>13 MR. NIEDERER: And then if --</p> <p>14 yes.</p> <p>15 (Whereupon, the requested</p> <p>16 portion of the record was read back</p> <p>17 by the reporter.)</p> <p>18 THE INTERPRETER: Okay.</p> <p>19 MR. NIEDERER: Do you understand</p> <p>20 the question? It's important, Mr.</p> <p>21 Interpreter, you understand the</p> <p>22 question in order to interpret it.</p> <p>23 THE INTERPRETER: There are two</p> <p>24 statements. That's what I --</p> <p>25 MR. NIEDERER: If you're having</p> |

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| <p>1 Defait</p> <p>2 any trouble, I'll withdraw and ask</p> <p>3 another question.</p> <p>4 THE INTERPRETER: Yes. Okay.</p> <p>5 MR. NIEDERER: That's fine.</p> <p>6 THE INTERPRETER: Sorry.</p> <p>7 MR. NIEDERER: No. That's fine.</p> <p>8 And this is also an instruction to the</p> <p>9 interpreter. To the extent you don't</p> <p>10 understand my question, it's important</p> <p>11 you understand it for interpretation.</p> <p>12 So please let me know.</p> <p>13 THE INTERPRETER: Okay.</p> <p>14 Q. Does Chargeurs, S.A. have any</p> <p>15 knowledge about any sale of anything between</p> <p>16 the Wujiang and the Hong Kong entities at</p> <p>17 any time?</p> <p>18 A. On the basis of any existing</p> <p>19 invoices or contracts between Wujiang and</p> <p>20 Hong Kong, the two entities, those documents</p> <p>21 are documents that Chargeurs, S.A. has no</p> <p>22 access to, and, therefore, I can't answer</p> <p>23 your question in any affirmative way.</p> <p>24 Q. What about any internal reports</p> <p>25 among the subsidiaries or I think you've</p> | <p>1 Defait</p> <p>2 information outside of the noticed</p> <p>3 topics of the deposition as it relates</p> <p>4 to any products. Otherwise,</p> <p>5 notwithstanding that, if you can answer</p> <p>6 the question, you can do so.</p> <p>7 A. In relation to the products in</p> <p>8 question, Chargeurs, S.A. doesn't have any</p> <p>9 information to date concerning the business</p> <p>10 relationship between Wujiang and Hong Kong.</p> <p>11 MR. NIEDERER: Is that the</p> <p>12 complete translation?</p> <p>13 THE INTERPRETER: Yes.</p> <p>14 MR. NIEDERER: Okay.</p> <p>15 Q. My question was beyond just the</p> <p>16 products at issue in this litigation. My</p> <p>17 question was Chargeurs, S.A.'s knowledge to</p> <p>18 the extent it has knowledge of any products</p> <p>19 sold at any time between those two entities.</p> <p>20 MS. MORGAN: Same objection as I</p> <p>21 stated earlier.</p> <p>22 MR. NIEDERER: Just so the</p> <p>23 record is clear, you're not instructing</p> <p>24 her not to answer, you're just</p> <p>25 preserving an objection?</p> |
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| <p>1 Defait</p> <p>2 called them divisions as well within</p> <p>3 Chargeurs group about any sales between</p> <p>4 Wujiang and the Hong Kong entity?</p> <p>5 A. The financial reports to</p> <p>6 Chargeurs, S.A. concern the financial</p> <p>7 information of the various companies, but</p> <p>8 not the relationships between the actual</p> <p>9 companies, the subsidiaries, such as Wujiang</p> <p>10 and Hong Kong. Therefore, the financial</p> <p>11 reports to Chargeurs, S.A. do not contain</p> <p>12 that kind of information.</p> <p>13 Q. Is there any information</p> <p>14 available to Chargeurs, S.A. that would</p> <p>15 contain information on sales between Wujiang</p> <p>16 and Hong Kong?</p> <p>17 A. What products and covering what</p> <p>18 periods? And when you say available to</p> <p>19 Chargeurs, S.A., what do you mean?</p> <p>20 Q. Any products, any periods and</p> <p>21 any information that Chargeurs, S.A. would</p> <p>22 have access to or control over at any time</p> <p>23 in any way.</p> <p>24 MS. MORGAN: Objection to the</p> <p>25 extent that the question relates to</p> | <p>1 Defait</p> <p>2 MS. MORGAN: I am preserving an</p> <p>3 objection.</p> <p>4 MR. NIEDERER: Okay.</p> <p>5 MS. MORGAN: And to the extent</p> <p>6 you can answer it as it refers to the</p> <p>7 topics on behalf of Chargeurs, S.A.,</p> <p>8 you can do so.</p> <p>9 A. Before answering, I would like</p> <p>10 to know what you mean by knowledge. Is this</p> <p>11 knowledge of documents that have been</p> <p>12 submitted to Chargeurs, S.A.?</p> <p>13 Q. I'm talking about Chargeurs's</p> <p>14 knowledge -- Chargeurs, S.A.'s knowledge</p> <p>15 regardless if documents were submitted, it</p> <p>16 oversaw them, found out from a secondary</p> <p>17 source that they exist. I'm just talking</p> <p>18 knowledge in general. Verbal communications,</p> <p>19 e-mails, anything?</p> <p>20 A. Before the Hickey Freeman</p> <p>21 litigation, Chargeurs, S.A. had no knowledge</p> <p>22 of any information concerning the sales of</p> <p>23 products from LP Wujiang to Chargeurs</p> <p>24 Interlining Hong Kong in respect of the</p> <p>25 products in question in this litigation.</p> |

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| <p>1 Defait</p> <p>2 MR. STASSEN: Can we take a</p> <p>3 two-minute break?</p> <p>4 MS. MORGAN: Yes.</p> <p>5 MR. NIEDERER: I'm going to</p> <p>6 forget my question, but that's okay.</p> <p>7 MS. MORGAN: Well, that's why</p> <p>8 she's here. I mean, I think a</p> <p>9 two-minute --</p> <p>10 MR. NIEDERER: No. I'm going to</p> <p>11 forget my next question, but that's</p> <p>12 okay. Let's take a break.</p> <p>13 (Whereupon, a brief recess was</p> <p>14 taken.)</p> <p>15 MR. NIEDERER: Can you read back</p> <p>16 the last question and answer?</p> <p>17 (Whereupon, the requested</p> <p>18 portion of the record was read back</p> <p>19 by the reporter.)</p> <p>20 CONTINUED BY MR. NIEDERER:</p> <p>21 Q. I understand your response is</p> <p>22 limited to knowledge after the Hickey</p> <p>23 Freeman claim and regarding the subject</p> <p>24 product. My question is: At any point in</p> <p>25 time, does Chargeurs, S.A. have knowledge</p> | <p>1 Defait</p> <p>2 myself to answer questions concerning the</p> <p>3 product at issue in this litigation.</p> <p>4 Q. And if I understand your</p> <p>5 testimony, you don't have any knowledge</p> <p>6 regarding any sale between Wujiang and the</p> <p>7 Hong Kong Limited entities regarding the</p> <p>8 subject interlining in this case; fair to</p> <p>9 say?</p> <p>10 MS. MORGAN: Asked and answered.</p> <p>11 You can answer again with the same</p> <p>12 objection.</p> <p>13 A. That's right. To date, I don't</p> <p>14 have any knowledge of any sale from Wujiang</p> <p>15 to Hong Kong concerning the products that</p> <p>16 were alleged to be defective by Hickey Freeman.</p> <p>17 Q. Do you have knowledge in a</p> <p>18 commercial sales context of the term value</p> <p>19 added to a product?</p> <p>20 MS. MORGAN: Objection to the</p> <p>21 extent that that's asking a question</p> <p>22 about a topic that's not noticed in the</p> <p>23 deposition. Ms. Defait, you can answer</p> <p>24 to the extent that you can for</p> <p>25 Chargeurs, S.A.</p> |
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| <p>1 Defait</p> <p>2 about any sales between Wujiang and the Hong</p> <p>3 Kong Limited entity?</p> <p>4 MS. MORGAN: And the same</p> <p>5 objection that the question calls for a</p> <p>6 topic area which was not noticed in the</p> <p>7 30(b)(6) Notice provided by Veratex.</p> <p>8 To the extent, Ms. Defait, that you can</p> <p>9 answer on behalf of Chargeurs, S.A.,</p> <p>10 you can.</p> <p>11 A. I can't answer that this</p> <p>12 question because I don't have -- I haven't</p> <p>13 any knowledge of it. I hadn't prepared for</p> <p>14 the -- for this subject at the deposition</p> <p>15 outside of its context. It's a very broad</p> <p>16 question, it contains all products for any</p> <p>17 period, and so I don't know.</p> <p>18 Q. So as you sit here today, you</p> <p>19 have no knowledge about any product being</p> <p>20 sold between Wujiang and Hong Kong Limited?</p> <p>21 Fair to say?</p> <p>22 MS. MORGAN: Same objection.</p> <p>23 You can answer.</p> <p>24 A. I can answer that I cannot answer</p> <p>25 the question because I have only prepared</p> | <p>1 Defait</p> <p>2 MR. NIEDERER: And just note</p> <p>3 that I'm not going to get into a back</p> <p>4 and forth --</p> <p>5 MS. MORGAN: Yes. I'm preserving</p> <p>6 the objection.</p> <p>7 MR. NIEDERER: Yes. Sure.</p> <p>8 A. So the question is if I have any</p> <p>9 knowledge about what the term added value</p> <p>10 means in the context of the sale of the</p> <p>11 product, commercial sale of the product?</p> <p>12 Q. Let me ask you some other</p> <p>13 questions. I'm going to withdraw that</p> <p>14 question.</p> <p>15 Are you personally, not as</p> <p>16 Chargeurs, S.A., involved in any tax</p> <p>17 preparation or consultation with tax</p> <p>18 preparers or in any way in a commercial</p> <p>19 context regarding value added taxes or value</p> <p>20 added to a product for either tariffs or any</p> <p>21 issues regarding sales in any context?</p> <p>22 A. Me personally if I'm consulted</p> <p>23 on this kind of subject?</p> <p>24 Q. Do you have any knowledge of it?</p> <p>25 MS. MORGAN: Objection to the</p> |

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| <p>1 Defait</p> <p>2 form that it's not -- this isn't an</p> <p>3 individual deposition of Ms. Defait.</p> <p>4 To the extent you can answer, you can</p> <p>5 do so.</p> <p>6 MR. NIEDERER: Just for the</p> <p>7 record, the reason I'm asking this</p> <p>8 witness that information, to the extent</p> <p>9 as a human being testifying she has</p> <p>10 sufficient understanding of the term in</p> <p>11 order to testify. It's a preliminary</p> <p>12 question.</p> <p>13 A. I know what VAT represents, at</p> <p>14 least in France, but I'm not a specialist on</p> <p>15 value added taxes. In terms of added value</p> <p>16 on a product in the context of a commercial</p> <p>17 sell, well, that is a very broad topic and</p> <p>18 it would really depend on the context.</p> <p>19 MR. NIEDERER: Let's go off the</p> <p>20 record. I just need a short break.</p> <p>21 (Whereupon, a recess was taken.)</p> <p>22 MS. MORGAN: Chargeurs, S.A.</p> <p>23 hereby stipulates with Hickey Freeman</p> <p>24 and Veratex the following terms</p> <p>25 concerning the continued 30(b)(6)</p> | <p>1 Defait</p> <p>2 mutually convenient time and date that</p> <p>3 is within the current scheduling order</p> <p>4 or outside the scheduling order as</p> <p>5 agreed by all the parties.</p> <p>6 MR. NIEDERER: Eric Niederer on</p> <p>7 behalf of Veratex. That does summarize</p> <p>8 the stipulation that Veratex agrees to.</p> <p>9 At this point in time, Veratex does</p> <p>10 request dates offered by Chargeurs, S.A.</p> <p>11 for the continued deposition and we</p> <p>12 await their response.</p> <p>13 MS. MORGAN: And I will add that</p> <p>14 for the avoidance of doubt, what is</p> <p>15 meant by pursuant to the same Notice is</p> <p>16 that the continued deposition would be</p> <p>17 pursuant to the same topics that are</p> <p>18 within the Notice dated May 30, 2018</p> <p>19 entitled Cross-Notice of Deposition of</p> <p>20 Chargeurs, S.A.</p> <p>21 MR. NIEDERER: In addition to</p> <p>22 any questions I have pursuant to the</p> <p>23 plaintiff's topic areas and testimony</p> <p>24 elicited from plaintiff's counsel</p> <p>25 during the last two days of deposition;</p> |
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| <p>1 Defait</p> <p>2 deposition of Chargeurs, S.A.</p> <p>3 The parties agree that pursuant</p> <p>4 to Veratex's 30(b)(6) Notice dated May</p> <p>5 30, 2018, the deposition of a</p> <p>6 Chargeurs, S.A. representative will</p> <p>7 continue on the following terms: That</p> <p>8 the continued deposition will be</p> <p>9 remotely, it will be with an</p> <p>10 interpreter at Veratex's cost, it will</p> <p>11 be pursuant to the same notice that I</p> <p>12 just recited and referred to dated May</p> <p>13 30, 2018, it will also include the</p> <p>14 opportunity of Veratex's counsel to</p> <p>15 question Chargeurs's 30(b)(6) witness</p> <p>16 with regards to any questions and</p> <p>17 corresponding testimony elicited by</p> <p>18 Hickey Freeman's attorney on June 18</p> <p>19 and 19 of 2018.</p> <p>20 Plaintiff can also have an</p> <p>21 opportunity to have any follow-up</p> <p>22 questions after Veratex's questioning</p> <p>23 is concluded. All the questioning will</p> <p>24 be at the maximum of seven hours, and</p> <p>25 this continued deposition will be at a</p> | <p>1 Defait</p> <p>2 correct.</p> <p>3 MS. MORGAN: The 18th and 19th;</p> <p>4 correct.</p> <p>5 MR. NIEDERER: Yes.</p> <p>6 MS. MORGAN: Okay.</p> <p>7 MR. D'ANGELO: I have nothing to</p> <p>8 add.</p> <p>9 MR. NIEDERER: Thank you.</p> <p>10 (Time noted: 7:21 p.m.)</p> |

ACKNOWLEDGEMENT

I, VANESSA DEFAIT, hereby certify that I have read the transcript of my testimony taken under oath in my deposition of June 19, 2018; that the transcript is a true, complete and correct record of what was asked, answered and said during this deposition, and that the answers on the record as given by me are true and correct.

VANESSA DEFAIT

Subscribed and sworn to

before me this ____ day

of _____, 2018.

NOTARY PUBLIC

INDEX (C'td.)

| CHARGEURS | EXHIBITS | DESCRIPTION | PAGE |
|-----------|------------|---|------|
| | Exhibit 16 | Technical data sheet dated June 15, 2017 bearing production numbers LDP000650 | 290 |

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| | Exhibit 11 | Technical Presentation bearing production numbers LDP000248-LDP000294 | 197 |
| | Exhibit 12 | 10-page document produced in native format bearing production number LDP003382 | 225 |
| | Exhibit 13 | Three-page document entitled Daily Production Laboratory Test Report bearing production numbers LDP003204 | 237 |
| | Exhibit 14 | e-mail chain bearing production numbers VERATEX SUPP.003329 - VERATEX SUPP.003398 | 241 |
| | Exhibit 15 | e-mail chain bearing production numbers LDP001846-LDP001849 | 246 |

CERTIFICATE
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ROBIN LaFEMINA, a Registered Professional Reporter, Certified LiveNote Reporter and Notary Public within and for the State of New York, do hereby certify:

That VANNESA DEFAIT, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

ROBIN LaFEMINA

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2 ERRATA SHEET
3 CASE NAME: HICKEY FREEMAN v. CHARGEURS
4 DATE OF DEPOSITION: 6/19/18
5 WITNESS' NAME: VANESSA DEFAIT REF: 21844
6 PAGE/LINE(S) CHANGE REASON

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20 VANESSA DEFAIT
21 SUBSCRIBED AND SWORN TO
22 BEFORE ME THIS DAY
23 OF , 2018.

24 NOTARY PUBLIC

25 MY COMMISSION EXPIRES

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